

AWARD/CONTRACT		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 181	
2. CONTRACT (Proc. Inst. Ident.) NO. N65236-13-D-4940		3. EFFECTIVE DATE 14 Feb 2013		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY US NAVY SPAWARSSYSCEN ATLANTIC CHARLESTON PO BOX 190022 2.0 CONTRACTS 843-218-4306 CHRISTOPHER.M. BROWN5@NAVY.MIL NORTH CHARLESTON SC 29419-9022		CODE N65236		6. ADMINISTERED BY (If other than Item 5) DCMA MANASSAS 10500 BATTLEVIEW PARKWAY SUITE 200 MANASSAS VA 20109-2342		CODE S2404A	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) AVENTURE TECHNOLOGIES, LLC GOVERNMENT REPRESENTATIVE 2600 PARK TOWER DRIVE, SUITE 1000 VIENNA VA 22180				8. DELIVERY [] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT			
				10. SUBMIT INVOICES 0 (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:		ITEM Section G	
CODE 6KKN2		FACILITY CODE		12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER SOUTH ENTITLEMENT OPS PO BOX 182264 COLUMBUS OH 43218-2264			
11. SHIP TO/MARK FOR See Schedule		CODE		CODE HQ0338			
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
SEE SCHEDULE							
15G. TOTAL AMOUNT OF CONTRACT						\$0.00	
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X	E	INSPECTION AND ACCEPTANCE	110	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS		
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE							
17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [X] AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number N65236-11-R-0050-0006 REF: aVenture Proposal dtd 03Oct12 including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER ERICA B. SMOAK / CONTRACT SPECIALIST TEL: 843-218-4797 EMAIL: erica.smoak@navy.mil			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		20C. DATE SIGNED 14-Feb-2013	

Section A - Solicitation/Contract Form

Block 10 of the SF26 should read: Submit invoices in accordance with instructions contained in clause 5252.232-9208.

The cumulative total for all task and delivery orders issued pursuant to all multiple award contracts (N65236-13-D-4939, N65236-13-D-4940, N65236-13-D-4941, N65236-13-D-4942, N65236-13-D-4943, N65236-13-D-4944, N65236-13-D-4945, N65236-13-D-4946, N65236-13-D-4947, N65236-13-D-4948, N65236-13-D-4949, N65236-13-D-4950, and N65236-13-D-4951) issued will not exceed \$249,590,000.

The Period of Performance is 14 February 2013 through 13 February 2014.

The minimum guarantee is \$1,153.84. No funding above the minimum guarantee is assured. Upon receipt of a task order with effort equal to or in excess of the guaranteed minimum, the guaranteed minimum shall be considered satisfied.

Subcontractor Approvals. Authorization is hereby granted to subcontract with:

(b)(4)

All other subcontractors are subject to FAR clause 52.244-2 of this contract entitled Subcontracts and shall require Contracting Officer approval prior to working under this contract.

Representations/Certifications. Section K is incorporated into the contract by reference.

Waivers. The withholding requirement of FAR clause 52.216-8 Fixed Fee and clause 5252.216-9205 Fee Determination and Payment (Indefinite Delivery Type Contract) of the contract is hereby waived.

Section B - Supplies or Services and Prices

Lot I – Base Year

PERIOD OF PERFORMANCE FOR ISSUING ORDERS: Date of Contract Award through one year thereafter.

ITEM NO	SUPPLIES/SERVICES	AMOUNT
0001	Business and Force Support CPFF Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.	
	ESTIMATED COST	\$0.00
	FIXED FEE	\$0.00
	TOTAL ESTIMATED COST PLUS FIXED FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
0002	Business and Force Support - FFP Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.	Lot	\$0.00

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
0003		Lot	\$0.00

Business and Force Support - FPI

Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.

* The target profit rate for the Fixed Price Incentive CLINs will be applied to individual Task Orders in accordance with the offeror's proposal.

TARGET COST	\$0.00
TARGET PROFIT	(7% of Target Cost)
TOTAL TARGET PRICE	\$0.00
CEILING PRICE	(110% of Target Cost)
SHARE RATIO ABOVE TARGET	50/50
SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	NSP
0004	Contract Data Requirements List (CDRL) In accordance with DD 1423, See Exhibit A	

LOT II – 1st Option Year

Period of Performance for Option CLINs (1001 – 1004) to extend the term of the contract is as follows: One year commencing from date of expiration of the previous performance period.

The above period of performance for the option to extend the term of the contract shall apply only if the Government exercised the option in accordance with the clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

ITEM	SUPPLIES/SERVICES	AMOUNT
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NO			
1001			
OPTION	Business and Force Support CPFF		
	Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		
		ESTIMATED COST	\$0.00
		FIXED FEE	\$0.00
		TOTAL ESTIMATED COST PLUS FIXED FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
1002		Lot	\$0.00
OPTION	Business and Force Support – FFP Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
1003		Lot	
OPTION	Business and Force Support - FPI		
	Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		
	* The target profit rate for the Fixed Price Incentive CLINs will be applied to individual Task Orders in accordance with the offeror's proposal.		
		TARGET COST	\$0.00
		TARGET PROFIT	(7% of Target Cost)
		TOTAL TARGET PRICE	\$0.00
		CEILING PRICE	(110% Target Cost)
		SHARE RATIO ABOVE TARGET	50/50
		SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	NSP
1004		
OPTION	Contract Data Requirements List (CDRL)	
	In accordance with DD 1423, See Exhibit A	

LOT III – 2nd Option Year

Period of Performance for Option CLINs (2001 – 2004) to extend the term of the contract is as follows: One year commencing from date of expiration of the previous performance period.

The above period of performance for the option to extend the term of the contract shall apply only if the Government exercised the option in accordance with the clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

ITEM NO	SUPPLIES/SERVICES	AMOUNT
2001		
OPTION	Business and Force Support CPFF Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.	
	ESTIMATED COST	\$0.00
	FIXED FEE	\$0.00
	TOTAL ESTIMATED COST PLUS FIXED FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
2002		Lot	\$0.00
OPTION	Business and Force Support – FFP Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
2003		Lot	\$0.00
OPTION	Business and Force Support - FPI		
	Services in support of Business and Force Support (BFS) Portfolio mission areas in accordance with the contract PWS.		
	* The target profit rate for the Fixed Price Incentive CLINs will be applied to individual Task Orders in accordance with the offeror's proposal.		
		TARGET COST	\$0.00
		TARGET PROFIT	(7% of Target Cost)
		TOTAL TARGET PRICE	\$0.00
		CEILING PRICE	(110% of Target Cost)
		SHARE RATIO ABOVE TARGET	50/50
		SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	
2004		
OPTION	Contract Data Requirements List (CDRL)	NSP
	In accordance with DD 1423, See Exhibit A	

LOT IV – 3rd Option Year

Period of Performance for Option CLINs (3001 – 3004) to extend the term of the contract is as follows: One year commencing from date of expiration of the previous performance period.

The above period of performance for the option to extend the term of the contract shall apply only if the Government exercised the option in accordance with the clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
3001		Lot	
OPTION	Business and Force Support CPFF Services in support of Business and Force Support (BFS) Portfolio mission areas in accordance with the contract PWS.		
		ESTIMATED COST	\$0.00
		FIXED FEE	\$0.00
		TOTAL ESTIMATED COST PLUS FIXED FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
3002		Lot	\$0.00
OPTION	Business and Force Support – FFP Services in support of Business and Force Support (BFS) Portfolio mission areas in accordance with the contract PWS.		

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
3003		Lot	
OPTION	Business and Force Support - FPI		
	Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		
	* The target profit rate for the Fixed Price Incentive CLINs will be applied to individual Task Orders in accordance with the offeror's proposal.		
		TARGET COST	\$0.00
		TARGET PROFIT	(7% of Target Cost)
		TOTAL TARGET PRICE	\$0.00
		CEILING PRICE	(110% of Target Cost)
		SHARE RATIO ABOVE TARGET	50/50
		SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	NSP
3004		
OPTION	Contract Data Requirements List (CDRL)	
	In accordance with DD 1423, See Exhibit A	

LOT V – 4th Option Year

Period of Performance for Option CLINs (4001 – 4004) to extend the term of the contract is as follows: One year commencing from date of expiration of the previous performance period.

The above period of performance for the option to extend the term of the contract shall apply only if the Government exercised the option in accordance with the clause at FAR 52.217-8 “Option to Extend Services” or FAR 52.217-9 “Option to Extend the Term of the Contract”.

ITEM	SUPPLIES/SERVICES	AMOUNT
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NO			
4001			
OPTION	Business and Force Support CPFF		
	Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		
		ESTIMATED COST	\$0.00
		FIXED FEE	\$0.00
		TOTAL ESTIMATED COST PLUS FIXED FEE	\$0.00

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
4002		Lot	\$0.00
	Business and Force Support – FFP		
OPTION	Services in support of Business and Force Support (BFS) Portfolio mission areas in accordance with the contract PWS.		

ITEM NO	SUPPLIES/SERVICES	UNIT	AMOUNT
4003		Lot	
OPTION	Business and Force Support - FPI		
	Services in support of Business and Force Support (BFS) Portfolio mission area in accordance with the contract PWS.		
	* The target profit rate for the Fixed Price Incentive CLINs will be applied to individual Task Orders in accordance with the offeror's proposal.		
		TARGET COST	\$0.00
		TARGET PROFIT	(7% of Target Cost)
		TOTAL TARGET PRICE	\$0.00
		CEILING PRICE	(110% of Target Cost)
		SHARE RATIO ABOVE TARGET	50/50
		SHARE RATIO BELOW TARGET	50/50

ITEM NO	SUPPLIES/SERVICES	NSP
4004		
OPTION	Contract Data Requirements List (CDRL)	
	In accordance with DD 1423, See Exhibit A	

CLAUSES INCORPORATED BY FULL TEXT

5252.216-9205 FEE DETERMINATION AND PAYMENT (INDEFINITE DELIVERY TYPE CONTRACTS) (APR 2000) (VARIATION)

(a) Types of Delivery or Task Orders.

Both level-of-effort and completion type orders may be issued under this contract. The Request for Quotation issued for each delivery or task order will set forth the type of order deemed appropriate by the Government. If the Contractor disagrees with the Government's assessment, the Ordering Officer and the contractor shall attempt to resolve the matter through the negotiation process. Failing this, the matter will be referred to the Contracting

Officer. If necessary, a final decision shall be made in accordance with the FAR 52.233-1 "Disputes" clause. The Contracting Officer's determination will govern the type of order, pending an appeal pursuant to the "Disputes" clause. The contractor will use his best efforts to work on the order until the dispute is resolved.

(b) Fixed Fee Pool.

The fixed fee pool consists of the total fixed fee of the contract AND includes the total fee to be paid to the prime contractor and all subcontractors. SUBCONTRACTOR FEE WILL NOT BE BILLED AS A SEPARATE DIRECT COST ON THE VOUCHER SUBMITTED BY THE CONTRACTOR TO THE GOVERNMENT, BUT WILL BE PAID TO THE SUBCONTRACTOR BY THE PRIME CONTRACTOR FROM THE FEE BILLED FROM THE FIXED FEE POOL.

Fee on interim invoices will be invoiced using the variable rates proposed in the basic contract. Rates to be utilized on interim invoices are, unless a **lower** fee is specified per each individual delivery order.

(b)(4) (aVenture) Fee on (aVenture) Labor
(aVenture) Fee on (aVenture) Subcontractors
aVenture proposed no fee on ODCs

(c) Computation of Fee.

The percentage of the fee applicable to orders will be the same as the percentage of the fee established in the contract. However the total fee paid under the contract for a year of performance will not exceed the total fixed fee amount for the current year of performance.

(d) Fee on Modifications to Term Type (Level-of-Effort) Delivery or Task Orders.

If the hours for a particular delivery or task order are insufficient to complete performance under the order, the government may elect to increase the hours by written modification. This increase in cost associated with the increase in hours will be fee bearing at the same percentage of fee established in the basic contract. If the hours prove to be in excess of that necessary to complete performance under this order, the government shall decrease the hours by written modification. The fee associated with the decrease in hours will be reduced by the percentage of fee established in the basic contract. Estimated cost will be increased/decreased as applicable.

(e) Fee on Modifications to Completion Type Delivery or Task Orders.

If the task(s) required under a particular delivery or task order cannot be completed within the negotiated estimated cost (an overrun situation), the government may elect to increase the estimated cost to complete the effort with no additional fee allocation.

If the task(s) required under the order is completed and the cost is less than that negotiated (underrun), the contractor shall be entitled to full payment of the fixed fee specified in the order. Excess costs shall be deobligated by modification to the delivery order prior to contract closeout.

(f) Modifications to the Basic Contract.

If the contracting officer determines, for any reason, to adjust the contract amount or the estimated total hours, such adjustments shall be made by contract modification. Any increase will be fee bearing, except cost overruns on completion type orders, at the percentage of fee established in the basic contract.

The estimated cost of the contract may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added to the total estimated hours under the contract.

(g) Payment of Fee.

The Government shall pay fixed fee to the contractor on each delivery order at the percentage rate of fee established in the basic contract subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under each applicable delivery order, unless waived. In accordance with the provisions of paragraphs (d) and (e) of this clause, any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

(h) Closeout.

Delivery or task orders will be closed out on an individual basis, upon agreement of final indirect rates for the period of performance of the applicable delivery or task order. The contractor shall forward the final voucher directly to the cognizant DCAA for final audit. DCAA will forward the voucher and the final audit to the cognizant ACO (see block 6 of the basic contract), who will process it for final payment and submit it to the paying office.

5252.216-9218 MINIMUM AND MAXIMUM QUANTITIES (JUL 1989)

As referred to in paragraph (b) of the "Indefinite Quantity" clause of this contract, the contract minimum quantity is a total of \$15,000* worth of orders, at the contract unit prices. The maximum quantity is the total estimated amount of the contract. The maximum quantity is not to be exceeded without prior approval of the Procuring Contracting Officer.

*** This amount will be divided equally among all awardees.**

5252.232-9210 LIMITATION OF LIABILITY--INCREMENTAL FUNDING (JAN 1992)

This when specified at the task order level is incrementally funded and the amount currently available for payment hereunder is limited to \$ * inclusive of fee. It is estimated that these funds will cover the cost of performance through *. Subject to the provisions of the FAR 52.232-22 "Limitation of Funds" clause of this contract, no legal liability on the part of the Government for payment in excess of \$ * shall arise unless additional funds are made available and are incorporated as modifications to this contract.

*** To be determined on individual task orders when applicable.**

Section C - Descriptions and Specifications

SPECIFICATIONS/STATEMENT OF WORK/PERFORMANCE WORK STATEMENT

Work under this contract shall be performed in accordance with the following Performance Work Statement (PWS):

1.0 PURPOSE**1.1 BACKGROUND**

SPAWAR Systems Center Atlantic (SSC Atlantic) is a Department of the Navy organization with a mission to rapidly deliver and support solutions that enable information dominance for our Naval, Joint, National and Coalition Warfighters. SSC Atlantic meets our nation's demands for uninterrupted vigilance, fail-safe cyber security, adaptive response and engineering excellence by delivering secure, integrated and innovative solutions to many naval, joint and national agencies.

SSC Atlantic is honored to serve naval, joint and national warfighters' unified efforts to best cope with the dangers of the 21st century and beyond by enabling them to respond to any situation, anywhere, at any time. SSC Atlantic conducts research, designs, acquires, engineers and sustains the systems, sensor connections, cyber network infrastructures and knowledge management services to ensure reliable information is available to only those who need it, where and when it is needed.

1.2 SCOPE

The scope of this contract covers the entire spectrum of non-inherently governmental services and solutions (equipment and services) associated with the full system lifecycle support including research, development, test, evaluation, production and fielding of sustainable, secure, survivable, and interoperable Command, Control, Communications, Computers, Combat Systems, Intelligence, Surveillance, Reconnaissance (C5ISR), Information Operations, Enterprise Information Services (EIS) and Space capabilities. Although not limited beyond the description above, this contract has a primary focus on mission capabilities within the Business and Force Support (BFS) Portfolio.

NOTE: As specified at task order level, work may be performed at locations worldwide including Iraq, Afghanistan, Kuwait, and/or Pakistan.

1.2.1 Portfolio Description

The BFS Portfolio is dedicated to improving customers' ability to execute mission-essential business operations and other business and force support functions by developing, delivering and supporting systems and applications in the functional areas of:

- Acquisition
- Financial Management
- Civilian Personnel
- Legal
- Administration
- Military Manpower and Personnel
- Logistics (includes Facilities, Environmental, Material, and Supply Management)
- Training & Education
- Medical
- Travel
- Strategic Planning
- Base Facility Support and Security Systems
- Other Business Systems and Applications

The BFS Portfolio is focused on transitioning customers to enterprise solutions using state-of-the-art technologies promoting operational efficiency and flexibility while reducing long-term sustainment costs. The BFS Portfolio is also focused on improving network, system, and security services, and providing cost-wise paths for upgrading systems to provide enhanced capabilities, scalable to large enterprises, based on recognized quality standards. These improvements are accomplished and capabilities delivered through an integrated set of technical disciplines and support which include:

- Engineering design, data engineering, network engineering design
- Application/system development, integration and test
- Systems of systems integration and testing
- Security accreditation
- Deployment, sustainment, program management and life cycle management
- System hosting, Data Center operations, data warehousing, and systems administration
- Customer Support Center/Help Desk and training
- Installation support

Facility support and security

1.2.2 Representative Projects and Sponsors

The BFS Portfolio comprises a broad range of non-tactical business enterprise systems and applications funded by Navy, other DoD, and other federal agency sponsors and used by an equally broad customer (i.e., consumer) base. The BFS Portfolio supports numerous sponsoring organizations representing every Service branch and many federal agencies, plus a customer/consumer base in the hundreds of thousands. Key current and potential future sponsors include Department of Navy, Department of Homeland Security, Department of Veterans Affairs, Air Force, Army, Marine Corps, and Department of State. Anticipated growth areas are homeland security, logistics, medical systems, and particularly health systems technology. Distinguishing features of programs in the BFS Portfolio are the enterprise scope and demand for core enterprise services; the data-intense requirements for authoritative, secure, accurate data and reliance on data engineering/management technologies; the enterprise systems integration requirements; the use of collaborative technologies; and the knowledge management focuses. Representative projects and sponsors include:

- Enterprise Applications and Systems for Navy, DoD, and other federal agencies. Programs in this area provide a wide range of functions supporting financial, training, military housing, and public affairs in addition to PEO(EIS) and USFFC requirements. A major customer in this Enterprise Applications and Systems is PEO-EIS PMW 240 Sea Warrior Program Office, on behalf of the Deputy Chief of Naval Operations, Manpower, Personnel, Training and Education (MPTE)/N1. A total of 12 mission funded programs, including one ACAT IAM program (Navy Standard Integrated Personnel System (NSIPS)); 10 Programs of Record (36 Abbreviated Acquisition Programs (AAPs); and the Navy Future Pay and Personnel System (FPPS), which is in development and is a replacement for Navy Defense Integrated Military Human Resources System (DIMHRS), all provide decision support to leaders and managers as well as personnel management and career services to Sailors. Additionally, PEO-EIS PMW 270 Program Office has a new focus to support the Naval Criminal Investigative Service and U.S. Transportation Command, along with such efforts as Navy Data Centers consolidation, Navy Portals Consolidations, and Enterprise Licensing.
- Health systems and applications, including complete lifecycle IT solutions in system design, hardware and software integration, operations, logistics, maintenance, installation, and training, Military Health System (MHS) network and security engineering services including Network Security Operations Centers (NSOCs) and Computer Network Defense Services Provider (CNDSP) services for Navy, Marine Corps, other DoD, and federal agencies. Services also include Health systems enterprise active directory and exchange administration, development, management and maintenance of intranets and collaboration tools, business intelligence and analytics, and strategic health systems modernization, data center hosting and consolidation with the goal of linking sponsors and combining projects into single efforts. Improved collaboration results in increased speed to capability, elimination of stove pipe solutions, support for

“Continuum of Healthcare and Benefits” to the warfighters, technical reuse of solution, processes, and documents, and ultimately connecting Sponsors with similar requirements. Medical systems are represented by a number of organizations, including TRICARE Management Activity, BUMED, Naval Operational Medicine Institute, U.S. Air Force Medical Operations Agency, Air Force Medical Support Agency, OPNAV 931, and the Theater Medical Information Program Joint (TMIP-J).

- Veterans Affairs systems and applications providing programmatic support, systems engineering expertise, and technical services to design, develop, and deploy IT solutions that provide capability to the VA to accomplish the agency’s mission and enhance the VA’s ability to deliver to America’s Veterans the world-class benefits and services they have earned. Major technology investments in Service Oriented Architecture, Web Services, Agile Software Engineering, Workflow Based Systems and Business Process Management, Portal Application Development, Identity Management, Master Data Management, application certification and accreditation, and Data center technologies including virtualization and cloud computing. A primary focus is on delivery of products and services that support the VA Strategic Plan FY10-14 in achieving the VA’s key goals for IT modernization including such major initiatives such as GI Bill Benefits and Virtual Lifetime Electronic Records. The primary customer is the VA’s Office of Information and Technology (OI&T) Product Development, which provides program management and oversight of SSC Atlantic’s support in providing solutions for the VA Central Office (VACO) in Washington, DC, and the VA’s three major line organizations that administer field facilities throughout the nation: Veterans Benefits Administration (VBA); Veterans Health Administration (VHA); and the National Cemetery Administration (NCA).
- Enterprise security solutions based on system of systems engineering, including integrated electronic security systems, security event management systems, secure communications engineering, and emergency response management systems; critical infrastructure protection, including Security Command Centers operations/Sensitive Compartmented Facilities (SCIF) security, physical security systems development, integration and installation of perimeter security solutions; sponsors of homeland security and homeland defense programs comprise one of the largest cross-section of sponsors in the portfolio and include the Department of Homeland Security, AFRICOM, Department of Labor, Commander, Navy Region South West Asia, FBI, U.S. Secret Service, Defense Logistics Agency, Marine Corps Headquarters, U.S. European Command (EUCOM), DoD, Department of Justice, National Geospatial Intelligence Agency, National Guard Bureau, National Intelligence Agency, and U.S. Air Force Europe.
- Automated Fuel Handling Equipment (AFHE) systems, including Automated Tank Gauging (ATG) and Automated Fuel Service Stations (AFSS), Electronic Leak Detection (ELD), augmented with web-based decision support and analysis tools, which provide DLA-Energy collaborative knowledge sharing, and informed decision- making of supported critical fuel infrastructure systems at DoD fuel facilities worldwide.. Technical agent services specializing in system of systems engineering, responsible for the planning, design, procurement, development, installation, integration, testing, training, and logistics support of complex automated fuel handling projects and logistics support applications. Projects supported include critical fuel infrastructure systems at hundreds of DoD fuel facilities worldwide.
- Logistics applications and systems supporting afloat and shore logistics, aviation and defense logistics, and numerous other programs across agencies and sponsors in support of logistics automation, ship and aviation maintenance management, inventory management, supply and financial business management and administration as well as readiness and maintenance reporting. Major technological focus on Software/Systems Engineering, including Agile methodologies, including SCRUM, DoD IA Security and Secure coding practices, Test Driven Development, pair programming, Independent Verification and Valiation (IVV) Process frameworks such as CMMI for Development/Services and ITIL, Database Engineering including structured and unstructured data, Service Oriented Architecture (SOA). Representative sponsors include NAVAIR, NAVSEA, NAVSUP, and the PEO C4I PMW 150 Command and Control (C2) Program Office and Defense Logistics Agency.

- Data Center design and consolidations, including On-line Transaction Processing (OLTP); On-line Analytical Processing (OLAP), and private-Cloud delivery models to include supporting technologies such as virtualization. Data Center operations based on ITIL process framework consisting of reliable, secure, cost-efficient application hosting and related technical services, technical expertise, including network engineering, security engineering, data engineering, cloud computing, and related information technology services. Sponsors include Navy, other DoD, and federal agencies.
- Customer Service Center/Help Desk services, utilizing CMMI and ITIL process frameworks and encompassing centralized Tier 1 and 2 trouble call reporting and service request management for a broad customer base.

2.0 APPLICABLE DOCUMENTS

All work shall be accomplished using the best commercial practices and current acceptable industry standards. The applicable references and standards invoked will vary within individual tasks and will be specifically called-out in each task order. In accordance with Defense Acquisition Policy changes, maximum utilization of non-governmental standards will be made wherever practical. Where backward compatibility with existing systems is required, selected interoperability standards will be invoked. For purposes of bidding, the following documents are not exclusive; however, all contractors shall be able to meet those cited when applicable to the task order.

2.1 REQUIRED DOCUMENTS

The following documents are mandatory for use. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	DoD 5200.2-R	DoD Regulation – Personnel Security Program
b.	DoD 5220.22-M	DoD Manual – National Industry Security Program Operating Manual (NISPOM)
c.	DoDI 8420.01	DoD Instruction – Commercial Wireless Local-Area Network (WLAN) Devices, Systems, and Technologies
d.	DoDD 8500.1	DoD Directive – Information Assurance
e.	DoDI 8500.2	DoD Instruction – Information Assurance (IA) Implementation
f.	DoDI 8510.01	DoD Instruction – Information Assurance Certification and Accreditation Process
g.	DoDD 8570.01	DoD Directive – Information Assurance Training, Certification, and Workforce Management
h.	DoD 8570.01-M	Information Assurance Workforce Improvement Program
i.	SECNAVINST 5239.3B	DoN Information Assurance Policy
j.	SECNAVINST 5510.30	DoN Regulation – Personnel Security Program
k.	SPAWARINST 5721.1B	SPAWAR Section 508 Implementation Policy
l.	SPAWAR (CIO) Policy Memo	SPAWAR Implementation of SAHRAP

2.2 GUIDANCE DOCUMENTS

The following documents are to be used as guidance. Unless otherwise specified, the document's effective date of issue is the date on the request for proposal. Additional applicable documents may be included in specific task orders.

	Document Number	Title
a.	MIL-M-85337A	Manuals, Technical; Quality Assurance Program: Requirements for
b.	MIL-DTL-24784	Manuals, Technical: General Acquisition And Development Requirements
c.	MIL-HDBK-61A	Configuration Management
d.	MIL-HDBK-881A	Work Breakdown Structure
e.	ANSI/EIA-748A	American National Standards Institute/Electronic Industries Alliance Standard – Earned Value Management (EVM) System
f.	ISO/IEC -9000	International Organization for Standardization, Quality Management Principles
g.	ISO/IEC 12207	Information Technology – Software Life Cycle Processes (provides common framework for developing and managing software)
h.	ISO/IEC 15288	Systems Engineering – System Life Cycle Processes
i.	ISO/IEC 15939	Software Engineering – Software Measurement Process
j.	ISO/IEC 14764	Information Technology – Software Maintenance
k.	IEEE/EIA 12207.0	Software Life Cycle Processes -- clarifications, additions, and changes accepted by the Institute of Electrical and Electronics Engineers (IEEE) and the Electronic Industries Association (EIA) as formulated by a joint project of the two organizations
l.	IEEE/EIA 12207.1	Guidance for recording life cycle data resulting from the life cycle processes of IEEE/EIA 12207.0
m.	IEEE 802.11i-2004	IEEE Standard for Information Technology- Telecommunications and Information Exchange Between Systems- Local and Metropolitan Area Networks- Specific Requirements Part 11: Wireless LAN Medium Access Control (MAC) and Physical Layer (PHY) Specifications Amendment 6: Medium Access Control (MAC) Security Enhancements
n.	OSHA Standards	Occupational Safety and Health Act (OSHA) Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore)
o.	HPSD-12	Homeland Security Presidential Directive – Policy for a Common Identification Standard for Federal Employees and Contractors, August 27, 2004
p.	NSA IA Technical Framework (IATF)	National Security Agency Information Assurance Framework
q.	DoDI 6205.4	Department of Defense Instruction, Immunization of Other Than U.S. Forces (OTUSF) for Biological Warfare Defense
r.	DoD DTM-08-003	DoD Directive-Type Memorandum 08-003 – Next Generation Common Access Card (CAC) Implementation Guidance, December

	Document Number	Title
		1, 2008
s.	FIPS PUB 201-1	Federal Information Processing Standards Publication 201-1 – Personal Identity Verification (PIV) of Federal Employees and Contractors, March 2006
t.	Form I-9, OMB No. 115-0136	US Department of Justice, Immigration and Naturalization Services, Form I-9, OMB No. 115-0136 – Employment Eligibility Verification
u.	DON Guidance	DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance
v.	NAVSEA TS 9090-310	NAVSEA Technical Specification – Alterations to Ship Accomplished by Alteration Installation Teams
w.	SPAWARSYSCENLANTIN ST 12910.1A	Deployment of Personnel and Contractor Employees to Specific Mission Destinations, of 28 Dec 09
x.	[N/A]	SPAWAR Shore Installation Process Handbook

2.3 SOURCE OF DOCUMENTS

Copies of Federal Specifications may be obtained from General Services Administration Offices in Washington, DC, Seattle, San Francisco, Denver, Kansas City, MO., Chicago, Atlanta, New York, Boston, Dallas and Los Angeles.

Copies of military specifications may be obtained from the Commanding Officer, Naval Supply Depot, 3801 Tabor Avenue, Philadelphia, PA 19120-5099. Application for copies of other Military Documents should be addressed to Commanding Officer, Naval Publications and Forms Center, 5801 Tabor Ave., Philadelphia, VA 19120-5099.

All other commercial and industrial documents can be obtained through the respective organization's website.

3.0 PERFORMANCE REQUIREMENTS

3.1 TECHNICAL AND PROGRAM MANAGEMENT SUPPORT

The contractor shall apply business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs and projects such that the result places capable and supportable systems in the hands of the warfighter when and where needed, and at an affordable price. This functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal. Program support may require significant coordination and interface with various DoD and non-DoD activities located in and out of CONUS.

3.2 RESEARCH AND DEVELOPMENT SUPPORT

The contractor shall support the development and application of scientific and analytical disciplines to conduct fundamental research; scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding; concept formulation; assessment of system and subsystem requirements; development, analysis and evaluation of concepts, technologies, systems and subsystems; and development of operational concepts and tactics with the end goal being the application of results to developing new or improving

existing C⁵ISR and IT capabilities. This effort may include manning, operating, and maintaining test support and experimental platforms to support tests.

3.3 DESIGN, DEVELOPMENT, INTEGRATION AND SYSTEMS ENGINEERING SUPPORT

The contractor shall perform engineering disciplines for the development of new and existing C⁵ISR and IT capabilities and systems, development of significant alterations to existing systems, integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and evaluation of foreign or non-developmental systems, equipment, and technologies. This shall include performance of scientific analytical and engineering efforts necessary to transform operational needs into unique system performance parameters for evolution into improved system capabilities. This functional area also includes all support required within the area of environmental engineering of C⁵ISR and IT systems and related infrastructure.

3.4 ARCHITECTURE DEVELOPMENT SUPPORT

The contractor shall apply engineering, scientific analytical disciplines to assist in the identification and creation of analysis artifacts, in support of acquisition and engineering processes identify key end-to-end performance requirements, derive measures of effectiveness and measures of performance to be validated and verified by test procedures for C⁵ISR and IT systems. Analysis results shall be documented using applicable framework, such as, Department of Defense Architecture Framework (DoDAF) viewpoints or Federal Enterprise Architecture viewpoints, as applicable.

3.5 ENTERPRISE ANALYSIS AND ASSESSMENTS SUPPORT

The contractor shall apply engineering, scientific analytical disciplines to identify, refine and document operational and functional requirements; translate operational and functional requirements to Concepts of Operations (CONOPS), Functional Requirements, Functional Descriptions and Operational Requirements Documentation such as Capability Development Document (CDD), Capability Production Document (CPD), etc.; develop system, subsystem and component level design specifications and documents; and develop System performance documents, specifications, and interface requirements documents.

3.6 MODELING, SIMULATION, STIMULATION, AND ANALYSIS SUPPORT

The contractor shall apply standardized, rigorous, structured methodology to create and validate a physical, mathematical, or otherwise logical representation of a system, entity, phenomenon, or process. The functional area involves the use of models, including emulators, prototypes, simulators, and stimulators, either statically or over time, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

3.7 HUMAN SYSTEMS INTEGRATION, PERFORMANCE, AND USABILITY ENGINEERING SUPPORT

The contractor shall apply engineering, scientific, and analytical disciplines to ensure that design of interactive systems are safer, more secure and easier to use thereby reducing accidents due to human error, increasing system integrity and enabling more efficient process operations. This functional area also includes applying engineering, scientific, and analytical disciplines to ensure that the number, type, mix, knowledge, skills, and abilities (KSAs), aptitudes and physical characteristics of operators, maintainers and support personnel have been defined and documented early in the system design phase. This includes the preparation and maintenance of Human Engineering Program Plans and Human Engineering Detailed Equipment Performance Specifications and performance Human Factors Assessments for C⁵ISR and IT systems. In accordance with DFAR 235.072(e), the contractor shall comply with clause 252.235-7004, Protection of Human Subjects when performing research involving human subjects that is covered under 32 CFR Part 219.

3.7.1 The contractor shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR 219.101(b), or expend funding on such effort, until and unless the conditions of either the following have been met:

3.7.1.1 The contractor furnishes to the Human Research Protections Official (HRPO), with a copy to the Contracting Officer, an assurance of compliance and Institutional Review Board (IRB) approval and receives notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Performance Work Statement and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.

3.7.1.2 The contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research proposed meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

3.7.2 DoD staff, consultants, and advisory groups may independently review and inspect the contractor's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.

3.7.3 Failure of the contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

3.7.4 The contractor shall include the substance of this clause, including this paragraph, in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials.

3.8 INTEROPERABILITY, TEST AND EVALUATION, TRIALS AND INSTALLATION CHECKOUT SUPPORT

The contractor shall perform and/or apply engineering, scientific analytical disciplines and the development of all necessary test documentation, plans, change requests, specifications and reports to ensure that developed platforms, C⁵ISR and IT systems, and war-fighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of its life cycle; including the support of measurement facilities, ranges and instrumentation used for testing, evaluating, experimenting, and exercising platforms and systems. This includes Intra-DoD, Inter-Government, and International interoperability studies as well as multi-platform integration studies of various C⁵ISR and IT systems. Included in this task, the contractor shall perform Independent Verification and Validation (IV&V) Support services.

3.9 SOFTWARE ENGINEERING, DEVELOPMENT, AND PROGRAMMING SUPPORT

The contractor shall apply engineering, security, and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. This also consists of software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Planning, designing, coding, testing, integrating, supporting, and delivering algorithms, software (source code and executables), computer programs are the inherent

activities of this functional area. Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) which are incidental to the overall support service efforts are considered within the scope of this functional area. At the task order level, specific technical approaches and process management assessments to software development shall be required.

3.9.1 Software Development Plan (SDP)

The contractor shall define a software development approach appropriate for the computer software effort to be performed under each task. The approach shall be documented in a Software Development Plan (SDP) (CDRL A001). The contractor shall follow this SDP for all computer software to be developed or maintained under this effort. At a minimum, the SDP shall meet the following criteria:

3.9.1.1 The SDP shall be initially delivered to the Government no later than (NLT) 30 days after task order award but no later than commencement of software activity. No specific format is required; the document is content driven. Subject to review, the SDP shall be placed under configuration control after it has been approved by the Government. The document shall be resubmitted for review and Government approval when periodic updates are performed subsequent to process improvement reviews.

3.9.1.2 The SDP shall document all processes applicable to the system to be acquired, including the Primary, Supporting, and Organizational life cycle processes as defined by IEEE/EIA Std. 12207 as appropriate.

3.9.1.3 The SDP shall define the offeror's proposed life cycle model and the processes used as a part of that model. In this context, the term "life cycle model" is as defined in IEEE/EIA Std. 12207.0. The SDP shall describe the overall life cycle and shall include primary, supporting and organizational processes based on the work content of this solicitation. In accordance with the framework defined in IEEE/EIA Std. 12207.0, the SDP shall define the processes, the activities to be performed as a part of the processes, the tasks which support the activities, and the techniques and tools to be used to perform the tasks. Because IEEE/EIA Std 12207 does not prescribe how to accomplish the task, the offeror must provide this detailed information so the Government can assess whether the offeror's approach is viable.

3.9.1.4 The SDP shall contain the information defined by IEEE/EIA Std. 12207.1, section 5.2 (generic content) and the Plans or Procedures in Table 1 of IEEE/EIA Std. 12207.1. The content of the SDP shall be tailored to contain only the sections that are applicable to the tasks defined in the task order. If any information item is not relevant to either the system or to the proposed process, that item is not required.

3.9.1.5 The SDP shall adhere to the characteristics defined in section 4.2.3 of IEEE/EIA Std. 12207, as appropriate. In all cases, the level of detail shall be sufficient to define all software development processes, activities, and tasks to be conducted which will allow the use of the SDP as the full guidance for the developers. In accordance with section 6.5.3a of IEEE/EIA Std. 12207.1, information provided must include, as minimum, specific standards, methods, tools, actions, reuse strategies, and responsibilities associated with development and qualification including safety and security.

3.10 **PROTOTYPING, PRODUCTION, MODEL-MAKING, AND FABRICATION SUPPORT**

The contractor shall support the building, production, fabrication, testing, evaluation and operation of reduced and full-scale models, mock-ups, prototypes, production units and research and development (R&D) test tools of electronic and electro-mechanical systems and system elements. Fabrication and manufacturing of replacement parts/equipments for fielded systems or platforms is included under this task. Additional support includes the development of hardware system/prototypes that demonstrates potential design solutions to operational and functional requirements for C⁵ISR and IT systems. Also included is the performance of systems hardware and software integration and testing, to ensure total operational and functional compatibility with interfacing/interacting systems, subsystems, equipment, and computer programs. The use of traditional materials as well as new composite materials is considered applicable in this task.

3.11 **INSTALLATION AND IN-SERVICE ENGINEERING SUPPORT**

The contractor shall apply engineering, analytical, and technical disciplines and skills to establish and maintain long-term engineering, operation, and maintenance support for in-service C⁵ISR and IT capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities. This includes the installation in accordance with paragraph 6.2.2 of this document for shipboard work and SPAWAR Shore Installation Process Handbook for shore work, and delivery of systems, including the development of installation and integration plans, drawings, technical change documentation and notices and procedures in support of these efforts. Included in this task is site/platform support liaison and help desk support as required.

3.12 INFORMATION ASSURANCE (IA) SUPPORT

The contractor shall perform and/or apply engineering, analytical, and technical disciplines and skills to protect and defend information and information systems by ensuring its availability, integrity, authentication, confidentiality, and non-repudiation. This support includes providing for restoration of information systems by incorporating protection, detection, and reaction capabilities. Using NSA's IA Technical Framework (IATF) as guidance, the contractor shall provide Information Assurance engineering and technical support in developing, analyzing, and implementing security requirements. The contractor shall also ensure any equipment/system installed or integrated into Navy platform shall meet the IA requirements as specified under DoDI 8500.2 and DoDD 8570.01.

3.13 INTEGRATED LOGISTICS SUPPORT (ILS)

The contractor shall apply engineering and analytical disciplines required to implement ILS as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective C⁵ISR and IT systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of ILS are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle (from program initiation to system retirement), and that the infrastructure elements necessary to the initial fielding, operation and maintenance support of the system are identified and developed and acquired. Utilizing MIL-M-85337A and MIL-DTL-24784 as guidance documents, the contractor shall provide technical manual support; however, the majority of ILS includes supply support and provisioning, maintenance planning, support equipment, technical data, training, facilities, packaging, handling, storage and transportation, manpower, and design interface, computer resources, Production Based Logistics and Supply Chain Management and depot management.

3.14 SYSTEM SAFETY ENGINEERING SUPPORT

The contractor shall apply engineering and analytical disciplines to ensure that safety is considered in all aspects of design, development, operation, maintenance, and modification of C⁵ISR and IT systems and platforms. This includes system health and hazard assessments and analysis and pollution prevention.

3.15 TRAINING SUPPORT

The contractor shall apply engineering, analytical, and applicable training disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and abilities regarding the warfighting capabilities, platforms and the C⁵ISR and IT systems they operate and maintain.

3.16 CONFIGURATION MANAGEMENT (CM) SUPPORT

The contractor shall apply engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems and associated interface systems, to control changes and non-conformance, and to track actual configurations of systems and platforms. Using MIL-HDBK-61A as guidance, the contractor shall provide support that includes all activities related to CM planning, baseline management,

configuration identification, configuration audits, formal reviews, engineering changes, and configuration management records and reports; and the use of automated tools to perform these functions.

3.17 PROJECT QUALITY ASSURANCE (QA) SUPPORT

The contractor shall apply engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture and installation result in quality products. This area also includes the development and adherence to quality management plans in accordance to best industry practices.

3.18 OPERATIONS AND TRAINING EXERCISE SUPPORT

The contractor shall apply technical and administrative disciplines and skills to provide systems operation support services including support for standard/common/migration applications or systems. Activities include application/system and network administration services, maintenance of documentation related to system and network operations, routine system problem identification and correction, LAN/WAN administration and any other operational duties and training exercises associated with the SPAWAR mission. Support may also include providing applications and systems modification, testing, installation and ongoing quality assurance activities.

4.0 INFORMATION TECHNOLOGY (IT) SERVICES REQUIREMENTS

4.1 GENERAL IT REQUIREMENTS

The contractor shall be responsible for the following:

- 4.1.1 Ensure that no production systems are operational on any RDT&E network.
- 4.1.2 Follow DoDI 8510.01 of 28 Nov 2007 when deploying, integrating, and implementing IT capabilities.
- 4.1.3 Migrate all Navy Ashore production systems to the NMCI environment where available.
- 4.1.4 Work with government personnel to ensure compliance with all current Navy IT & IA policies, including those pertaining to Cyber Asset Reduction and Security (CARS).
- 4.1.5 Follow SECNAVINST 5239.3B of 17 June 2009 & DoDI 8510.01 of 28 Nov 2007 prior to integration and implementation of IT solutions or systems.

4.2 ENTERPRISE SOFTWARE INITIATIVE (ESI) /SMARTBUY (ESI/SMARTBUY)

When purchasing software, the contractor shall ensure commercial software procurements for which ESI/SmartBUY agreements are in place are utilized or waived in accordance with DFARS 251.107.

4.3 SECTION 508 COMPLIANCE

When purchasing and/or developing software, the contractor shall ensure that all software is compliant with Section 508 of the Rehabilitation Act of 1973, 26 CFR Part 1194 and as directed in SPAWARINST 5721.1B of 17 Nov 2009. In accordance with FAR 39.204, this requirement does not apply to contractor acquired software that is incidental to the task, software procured/developed to support a program or system designated as a National Security System (NSS) or if the product is located in spaces frequented only by service personnel for maintenance, repair or occasional monitoring of equipment.

4.4 REGISTRATION OF DON APPLICATIONS NETWORKS AND SERVERS

The contractor shall ensure that no Functional Area Manager (FAM) disapproved applications are integrated, installed or operational on Navy networks. The contractor shall ensure that all databases that use database management systems (DBMS) designed, implemented, and/or hosted on servers and/or mainframes supporting Navy applications and systems be registered in DADMS and are FAM approved. All integrated, installed, or operational applications hosted on Navy networks must also be registered in DON Application and Database Management System (DADMS) and approved by the FAM. No operational systems or applications will be integrated, installed, or operational on the RDT&E network. All systems supported shall be registered within the DoD IT Repository (DITPR). The contractor shall ensure that all networks, servers, or associated devices procured and/or connected to a Navy network complete DADMS registration and receive FAM approval. Specific requirements will be evaluated/approved by the Government prior to issuance of task order.

4.5 SAHRAP SPAWAR CIO APPROVAL FOR PURCHASE/LEASE/RENTAL FOR NEW OR UPGRADED SERVER OR APPLICATION HOSTING SERVICE

Server/Application Hosting Review and Approval Process (SAHRAP) is applicable to any server or application hosting procurement connecting to a Navy network CONUS Ashore. The contractor will ensure compliance with SPAWAR(CIO) Policy Memo, SPAWAR Implementation of SAHRAP of 9 Aug 09 for any servers procured connecting to a Navy network that do not meet an exemption. NSS and Top Secret networks are exempt. The contractor will ensure SPAWAR CIO approval prior to the procurement of any server or network connected to any SPAWAR domain. Specific requirements will be evaluated/approved by the Government prior to issuance of task order.

4.6 IT ARCHITECTURE, INFORMATION ASSURANCE AND FEDERAL INFORMATION SECURITY MANAGEMENT ACT (FISMA)

The contractor shall be responsible for the following:

4.6.1 Support security/Information Assurance requirements definition by identifying controls to be put in place for the identified systems and networks.

4.6.2 Recommend processes for maintaining and enforcing security/Information Assurance for identified systems, networks and applications in support of security engineering.

4.6.3 Ensure that the certification and accreditation (C&A) requirements and processes are documented in accordance with DoDI 8510.01 in support of security engineering delivering Section 3 of the Systems Security Authorization Agreement (SSAA), System Identification Profile (SIP), and Plan of Actions and Milestones (POA&M).

4.6.4 Ensure that requirements are coordinated to ensure all pertinent, regulatory IA policies are complied with.

4.6.5 Ensure that all SSAAs and associated accreditation support documentation are in compliance with current Chairman of the Joint Chiefs Staff instructions (CJCSI), DoD, DON, and SPAWAR mandates and regulations in support of security engineering as it relates to the SSAA.

4.7 WIRELESS DATA SERVICE OR SERVICE WITH STRONG AUTHENTICATION, NON-REPUDIATION, AND PERSONAL IDENTIFICATION WHEN ACCESSING A DOD INFORMATION SYSTEM

The contractor shall ensure that all wireless local area network (LAN) traffic shall be protected, at a minimum, by a Federal Information Processing Standards (FIPS) 140-2 certified device that authenticates and encrypts at Layer 2 of the Open Systems Interconnection (OSI) model. The contractor shall comply with DoDI 8420.01 dated 3 Nov 09 when implementing Wireless Local Area Network (WLAN) Device systems. All WLAN traffic must be compliant with IEEE 802.11i standards and meet Wi-Fi Protected Access-2 (WPA-2) certification.

4.8 DEVELOPMENT/MODERNIZATION

All Navy programs utilizing this contract for development/ modernization (DEV/MOD) will be compliant with DON Information Management/Information Technology (DON IM/IT) Investment Review Process Guidance requirements. All programs shall submit proof of completed DEV/MOD certification approval from the appropriate authority in accordance with DON policy prior to task order award. (DITPR-DON Update) *Note must be listed on Investment Review Board (IRB) approved list. DEV/MOD process takes months. Critical Infrastructure Protection (CIP) takes 2 years.

5.0 CONTRACT ADMINISTRATION

5.1 CONTRACT LIAISON

The contractor shall assign a technical single point of contact, also known as the Program Manager (PM) who shall work closely with the government Contracting Officer (KO), Ordering Officer, Contracts Resource Manager (CRM) and task order level Contracting Officer's Representatives (CORs) as required. Located in the contractor's facility, the PM shall be ultimately responsible for ensuring that the contractor's performance meets all government contracting requirements within cost and schedule. PM shall have the requisite authority for full control over all company resources necessary for contract performance. The PM shall have authority to approve task order proposals in emergent situations. Responsibilities shall also include, but not be limited to, the following: personnel management; management of government material and assets; and personnel and facility security. In support of open communication, the contractor shall have, unless otherwise directed, periodic pre-planned status meetings with the CRM.

5.2 CONTRACT MONITORING AND MAINTENANCE

The contractor shall have processes established in order to provide all necessary resources and documentation during various times throughout the day in order to facilitate a timely task order award or modification. To address urgent requirements, the contractor shall have processes established during business and non-business hours/days in order to facilitate a timely task order award or modification.

5.2.1 Contract Administration Documentation

Additional deliverables may be required at the task order level; however, at a minimum, the contractor shall provide the following documentation:

5.2.1.1 Contract Status Report (CSR)

Contract Status Reports (CDRL A002) shall be developed and submitted monthly. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The contract status report shall be provided to the Contracting Officer:

(a) Contract Status Report – provided to the Government on the 10th of each month, the report shall include, as a minimum, the following items and data:

1. period of performance
2. period of reporting
3. the Not-to-Exceed contract amount and the funds received to date balance
4. list of total labor hours expended (current and cumulative) per company
5. list of total contract ceiling amounts: labor hours, costs, fee, and total NTE
6. list of total remaining contract ceiling amounts: labor hours, costs, fee, and total NTE
7. applicable for cost type contracts only – under a separate cover due to the sensitivity of information, list of personnel and their associated company who worked on the contract, their burdened hourly rate, and the number of labor hours billed (current and cumulatively). If applicable, IAW clause 252.239-7001, the personnel list shall specify those individuals who are IA trained and certified.

5.2.1.2 Task Order Status Report

Task Order Status Reports (CDRL A003) shall be developed and submitted to the Government monthly or as stated in the requirements of each task order. The prime shall be responsible for collecting, integrating, and reporting all subcontractor reports. The task order status report shall be provided to the applicable task order COR unless otherwise specified at task order level:

(a) Monthly Task Order Status Report – required for all active service task orders, beginning at the time of contract award, the Monthly TOSR shall itemize specific task order administrative data and update TO progress as specified in the applicable DD Form 1423. The initial reporting period shall commence from task order award date to the end of the first full month. Task order status reports shall be posted no later than the 10th of each month following the applicable reporting period. Utilizing a format provided by the Government, the contractor shall collect required data throughout the specified performance period and shall submit one report per active task order. Unless otherwise specified by the task order COR, at a minimum, the report shall consist of the following:

1. Task Order Number & Title
2. period of performance
3. period of reporting
4. the Not-to-Exceed task order amount and the funds received to date balance
5. list of all task order level Modifications, date of modification, sentence summary, and if applicable, list of the total modification funding amount
6. list of total labor hours expended (current and cumulative) per company including list of personnel names
7. list of total labor cost (current and cumulative) per company
8. list of total Other Direct Costs (ODCs) expended (current and cumulative) per company – itemize all new ODCs
9. list of total Travel expended (current and cumulative) per company – itemize all new travel expenses specified by location
10. list of total Material expended (current and cumulative) per company – itemize all new materials
11. list of total Fee expended (current and cumulative) per company
12. list of total task order ceiling amounts: labor hours, costs, fee, and total NTE
13. list of total remaining task order ceiling amounts: labor hours, costs, fee, and total NTE
14. staffing plan consisting of the following: employee's name, quantity of hours charged per employee (current and cumulative), labor category, burdened labor rate, specific hours charged performing tasks identified in the PWS Paragraph, identify appropriate Global Work Breakdown Structure hours are supporting, plus any other personnel tracking information as applicable (including: security clearance, Common Access Card (CAC)/government badge possession, Enterprise Resource Planning (ERP)/Information Assurance (IA) training, SAAR submittal) Note: if a subcontractor does not want to send itemize staffing plan through the prime, subcontractor can send report directly to government
15. list of all companies that have charged to the task order, the company's charging period, and the cost, the total number of hours charged (current and cumulative)
16. estimated total cost to complete; noting shortages or overages
17. identification when obligated costs have exceeded 75% of the amount authorized (Note: Identifying cost overruns in the monthly status reports does not preclude a contractor from the 75% notification requirement as required by FAR clause 52.232-20/22 or for immediate notification to the Government when all funds have been expended prior to work being completed on a task order)
18. list of all approved Key Personnel on task as required in clause 5252.237-9601 – includes current, newly approved, reassigned, terminated, and pending individuals with their effective dates as approved on task
19. summary of work performed which includes meeting specified milestones and action items; identification of new problems areas including technical issues, cost increases or schedules slippage; status of previously identified problems; listing of all CDRL ordered and status of deliverables; effort to be completed during next reported period

(b) Task Order Data Calls – As required, a data call report shall be provided to the Government within six working hours from the time of request. Containing similar but less information than a monthly task order status report, all information provided shall be the most current and adjusted for real-time. Cost and funding data shall

reflect real-time balances. Report shall account for all planned, obligated, and expended charges and hours. The report shall include, as a minimum, the following items and data:

1. percentage of work completed
2. percentage of funds expended
3. updates to the POA&M and narratives to explain any variances
4. list/quantity of personnel, if required

5.2.1.3 Contractor Manpower Quarterly Status Report (QSR)

A contractor Manpower Quarterly Status Report (CDRL A004) shall be provided to the Government four times throughout the calendar year. Required for all active service contracts, beginning at the time of contract award, the Manpower report shall itemize specific contract and/or task order administrative data as specified in the applicable DD Form 1423. Utilizing a format provided by the Government, the contractor shall collect required data throughout the specified performance period and shall submit one cumulative report on the applicable quarterly due date. The following table lists the pre-set submittal due dates and the corresponding performance periods:

#	QUARTERLY DUE DATE	PERFORMANCE PERIOD
1	15 January	1 October – 31 December
2	15 April	1 January – 31 March
3	15 July	1 April – 30 June
4	15 Oct	1 July – 30 September

Notes:

1. This CDRL is not required for task orders placed by external activities (non-Navy) using this contract. If a contract/task order has an active period of performance but no direct labor charges to identify, a report is still required and zeros should be entered in the labor/cost columns to affirm no direct cost/hours were incurred.
2. Prime contractors shall report all hours worked and expenditures for prime and all subcontractors, if applicable. Labor hour data shall be a combined roll-up of prime and subcontractor data, i.e. primes are not required to report subs separately nor indicate what portions of tasks have been subcontracted.
3. For Cost reimbursement and Fixed Price incentive task orders, hours reported shall be the best estimate of actual hours expended. For Firm Fixed Price orders, hours reported shall be prorated planned hours from contractor's task order proposal accepted for award. Data for IDIQ contracts shall be reported at the task order level.

5.2.1.4 Task Order Closeout Report

Every task order shall require a closeout report (CDRL A005), which is due no later than 30 days after the task order completion date. The Report shall be submitted electronically as an e-mail attachment; hard copies are required only upon request. Government compatible Microsoft® Office Package software shall be used and the form shall be easy to follow. The report shall include, as a minimum, the following information:

- (a) Financial data – Breakdown of all costs (labor, travel, material, fee) per invoice, all key personnel that were utilized/charged on the job, specify all work yet to be charged, all remaining funds, and balances available, if any, for return (de-obligation), etc.
- (b) Deliverable status -- Percentage job complete, any outstanding issues, CDRL status, list of any items/services under workmanship/manufacturer warranty, etc.
- (c) Government Property – All contractor-acquired Property (CAP) and government-furnished Property (GFP) provided on task order shall be accountable at the completion of each task order. Property shall be consumed, transferred to an active task order, disposed, or returned to the Government. The contractor shall incorporate information and receipts obtained from the initial disposition inventory list. For property being returned, the contractor shall include on the inventory list the following minimum information: part numbers, NSN nomenclature,

quantity, and condition of each item (i.e., Condition A, F, etc.). Paperwork validating official receipt by Government is required for returned items.

(d) **Cost Analysis Report**—At a minimum for fixed-price incentive fee (FPIF) type task orders, a Cost Analysis shall be required when the final cost deviated (overrun or underrun) from the budgeted [target] cost over five percent (5%). At a minimum, the report shall include the following issues:

1. When the final cost underruns the budgeted [target] cost, the report shall explain the innovations used to allow for the cost savings. If analysis reveals task order target cost overestimated and/or unsubstantiated, contractor has option to request reduction in budgeted [target] cost/fee.
2. When the final cost overruns the budgeted [target] cost, the report shall explain failures leading to cost growth and recommended corrective actions for future similar situations. This report does not alleviate the responsibility of the contractor to notify the Contracting Officer and COR upon discovery of any potential situation where the cost will exceed the budgeted [target].

5.2.1.5 Contractor Census Report

In accordance with Clause 952.225-0005, work performed in Iraq or Afghanistan requires a monthly report (CDRL A006) that the contractor shall submit to the Contracting Officer. See noted clause for specific reporting requirements.

5.3 EARNED VALUE MANAGEMENT (EVM)

In accordance with DoD Earned Value Management implementation Guide (EVMIG) dated Oct 2006, Earned Value Management (EVM) shall be implemented as required at the task order level depending on the value of total program funding. Requiring EVM is not based on the cumulative contract/task order amounts but on the single [program] effort over the life of the contract. In accordance with DFARS 252.234-7001 and 252.234-7002 and determined by the dollar value of the single program effort, the contractor shall have an EVM system (EVMS) that complies with ANSI/EIA-748A. Depending on the dollar value meeting or exceeding DFARS threshold values, a contractor's EVMS may be subject to a formal or informal acceptance review. Any EVM data reporting requirements such as the Contract Performance Report (CPR), Integrated Master Schedule (IMS), and Contract Funds Status Report (CFSR) shall also be specified at the task order level. The EVMS shall be capable of the following:

5.3.1 Relate resource planning to schedules and technical performance requirements

5.3.2 Integrate technical performance, cost, schedule, and risk management

5.3.3 Provide the integrated management information to plan the timely performance of work, budget resources, account for costs, and measure actual performance against plans and by Contract Work Breakdown Structure (CWBS) elements in accordance with MIL-HDBK-881A. The contractor shall be able to sort, report, and account for tasking and expenditures by the WBS elements assigned in the task order. The EVMS shall have the capability to predict, isolate, and identify variances and the factors causing the variances.

6.0 QUALITY ASSURANCE

6.1 QUALITY ASSURANCE SYSTEM

Upon contract award, the prime contractor shall have and maintain a quality assurance process that meets contract requirements and program objectives while ensuring customer satisfaction and defect-free products/process. The quality system shall be documented and contain procedures, planning, and all other documentation and data necessary to provide an efficient and effective quality system based on a contractor's internal auditing system. When required by task order, the contractor shall provide to the Government a copy of its Quality Assurance (QA) plan (CDRL A007). The quality system shall be made available to the Government for review at both a program and worksite services level during predetermined visits. Existing quality documents that meet the requirements of this

contract may continue to be used. The Contractor shall also require all subcontractors to possess a quality assurance and control program commensurate with the services and supplies to be provided as determined by the prime contractor's internal audit system. At minimum, the contractor's quality system shall meet the following key criteria:

- Establish capable processes
- Monitor and control critical product and process variations
- Establish mechanisms for feedback of field product performance
- Implement and effective root-cause analysis and corrective action system
- Continuous process improvement

6.2 QUALITY MANAGEMENT PROCESS COMPLIANCE

6.2.1 General

The contractor shall have processes in place that shall coincide with the Government's quality management processes. As required, the contractor shall use best industry practices including, when applicable, ISO/IEC 15288 for System life cycle processes and ISO/IEC 12207 for Software life cycle processes. The contractor shall provide technical program and project management support that will mitigate the risks to successful program execution including employment of Lean Six Sigma methodologies in compliance with SSC Atlantic requirements and with the SSC Engineering Process Office (EPO) Capability Maturity Model Integration (CMMI) program. As part of a team, the contractor shall support projects at SSC Atlantic that are currently, or in the process of, being assessed under the SSC EPO CMMI program. The contractor shall be required to utilize the processes and procedures already established for the project and the SSC EPO CMMI program and deliver products that are compliant with the aforementioned processes and procedures. Although a CMMI independent assessment is not required at contract award, task orders may require a contractor to have established processes equivalent to a minimum of CMMI capability/maturity level 3.

6.2.2 Navy Shipboard Work

Specifically, for Navy shipboard and submarine work, the quality of all services referred under this contract shall conform to high standards, such as ISO 9001 in the relevant profession, trade or field of endeavor. At time of task order award, the prime contractor shall have in place, an existing Government approved quality system by the NAVSEA 04XQ office (Quality Programs and Certification Office) for shipboard and submarine work in accordance with NAVSEA Technical Specification 9090-310. Within 30 days of base contract award, the contractor shall submit and obtain Government approval of a quality system for shore facilities if not previously approved. The documented quality assurance system shall be used to ensure that the end product of each task conforms to contract requirements whether produced by the contractor or provided by approved subcontractors or vendors. The quality assurance system shall provide for control over all phases of the various types of tasks, from initial manning and material ordering to completion of final tasking, before offering to the Government for acceptance as specified in this contract or task orders/Performance Work Statement (PWS). All services shall be rendered according to the documented quality system and directly supervised by individuals qualified in the relevant profession or trade.

6.3 QUALITY CONTROL

Unless otherwise directed, the contractor is responsible for all quality control inspections necessary in the performance of the various tasks as assigned and identified by the respective WBS, POA&M or procedural quality system document. The Government reserves the right to perform any inspections deemed necessary to assure that the contractor provided services, documents, and material meet the prescribed requirements and to reject any or all services, documents, and material in a category when nonconformance is established.

6.4 QUALITY MANAGEMENT DOCUMENTATION

In support of the contract's Quality Assurance Surveillance Plan (QASP) and Contractor Performance Assessment Reporting System (CPARS) the contractor shall provide the following documents: Cost and Schedule Milestone Plan (CDRL A008) submitted 10 days after task order award, and Contractor CPARS Draft Approval Document (CDAD) Report (CDRL A009) submitted monthly.

7.0 DOCUMENTATION AND DELIVERABLES

7.1 CONTRACT DATA REQUIREMENT LISTINGS (CDRLs)

The following CDRL listing identifies the data item deliverables required under this contract and the applicable section of the PWS for which they are required. Section J includes the DD Form 1423s that itemize each Contract Data Requirements List (CDRL) required under the base contract. The contractor shall establish a practical and cost-effective system for developing and tracking the required CDRLs generated under each task. As required, additional CDRLs shall be identified at task order level.

CDRL #	Description	PWS Reference Paragraph
A001	Software Development Plan (SDP)	3.9.1
A002	Contract Status Report	5.2.1.1
A003	Task Order Status Report	5.2.1.2
A004	Contractor Manpower Quarterly Status Report	5.2.1.3
A005	Task Order Closeout Report	5.2.1.4, 11.3
A006	Contractor Census Report	5.2.1.5
A007	Quality Assurance Plan	6.1
A008	Cost and Schedule Milestone Plan	6.4
A009	Contractor CPARS Draft Approval Document (CDAD) Report	6.4
A010	OCONUS Deployment Reports	13.4

7.2 ELECTRONIC FORMAT

At a minimum, the deliverables shall be provided electronically by email; hard copies are only required if requested by the Government. To ensure information compatibility, the contractor shall guarantee all deliverables (i.e., CDRLs), data, correspondence, and etc., are provided in a format approved by the receiving government representative. All data shall be provided in an editable format compatible with SSC Atlantic corporate standard software configuration as specified at task order level. At a minimum, contractor shall conform to the following software standards within 30 days of contract award unless otherwise specified:

	Deliverable	Software to be used
a.	Word Processing	Microsoft Word
b.	Technical Publishing	PageMaker/Interleaf/SGML/ MSPublisher
c.	Spreadsheet/Graphics	Microsoft Excel
d.	Presentations	Microsoft PowerPoint
e.	2-D Drawings/ Graphics/Schematics (new data products)	Vector (CGM/SVG)
f.	2-D Drawings/ Graphics/Schematics (existing data products)	Raster (CALs Type I, TIFF/BMP, JPEG, PNG)
g.	Scheduling	Microsoft Project
h.	Computer Aid Design (CAD) Drawings	AutoCAD/Visio
i.	Geographic Information System (GIS)	ArcInfo/ArcView

7.3 INFORMATION SYSTEM

7.3.1 Electronic Communication

The contractor shall have broadband Internet connectivity and an industry standard email system for communication with the Government. The contractor shall be capable of Public Key Infrastructure client side authentication to DoD private web servers. Unless otherwise specified, all key personnel on contract shall be accessible by email through individual accounts during all working hours.

7.3.2 Information Security

The contractor shall provide adequate security for all unclassified DoD information passing through non-DoD information system including all subcontractor information systems utilized on contract. Unclassified DoD information shall only be disseminated within the scope of assigned duties and with a clear expectation that confidentiality will be preserved. Examples of such information include the following: non-public information provided to the contractor, information developed during the course of the contract, and privileged contract information (e.g., program schedules, contract-related tracking).

7.3.2.1 Safeguards

The contractor shall protect government information and shall provide compliance documentation validating they are meeting this requirement. The contractor and all utilized subcontractors shall abide by the following safeguards:

- (a) Do not process DoD information on public computers (e.g., those available for use by the general public in kiosks or hotel business centers) or computers that do not have access control.
- (b) Protect information by at least one physical or electronic barrier (e.g., locked container or room, login and password) when not under direct individual control.
- (c) Sanitize media (e.g., overwrite) before external release or disposal.
- (d) Encrypt all information that has been identified as controlled unclassified information (CUI) when it is stored on mobile computing devices such as laptops and personal digital assistants, or removable storage media such as thumb drives and compact disks, using the best available encryption technology.
- (e) Limit information transfer to subcontractors or teaming partners with a need to know and a commitment to at least the same level of protection.
- (f) Transmit e-mail, text messages, and similar communications using technology and processes that provide the best level of privacy available, given facilities, conditions, and environment. Examples of recommended technologies or processes include closed networks, virtual private networks, public key-enabled encryption, and Transport Layer Security (TLS). Encrypt organizational wireless connections and use encrypted wireless connection where available when traveling. If encrypted wireless is not available, encrypt application files (e.g., spreadsheet and word processing files), using at least application-provided password protection level encryption.
- (g) Transmit voice and fax transmissions only when there is a reasonable assurance that access is limited to authorized recipients.
- (h) Do not post DoD information to Web site pages that are publicly available or have access limited only by domain or Internet protocol restriction. Such information may be posted to Web site pages that control access by user identification or password, user certificates, or other technical means and provide protection via use of TLS or other equivalent technologies. Access control may be provided by the intranet (vice the Web site itself or the application it hosts).
- (i) Provide protection against computer network intrusions and data exfiltration, minimally including the following:

1. Current and regularly updated malware protection services, e.g., anti-virus, anti-spyware.
 2. Monitoring and control of inbound and outbound network traffic as appropriate (e.g., at the external boundary, sub-networks, individual hosts) including blocking unauthorized ingress, egress, and exfiltration through technologies such as firewalls and router policies, intrusion prevention or detection services, and host-based security services.
 3. Prompt application of security-relevant software patches, service packs, and hot fixes.
- (j) As applicable, comply with other current Federal and DoD information protection and reporting requirements for specified categories of information (e.g., medical, critical program information (CPI), personally identifiable information, export controlled).
- (k) Report loss or unauthorized disclosure of information in accordance with contract or agreement requirements and mechanisms.

7.3.2.2 Compliance

The contractor shall include in its quality processes procedures that are compliant with information security requirements.

8.0 SECURITY

8.1 ORGANIZATION

As specified in clause 5252.204-9200, access to classified information will be required under this contract. Prior to commencement of classified work, the contractor shall possess an appropriate facility clearance and cleared personnel for tasking received. The initial DD254 issued will require contractors to obtain a GENSER SECRET Facility Clearance; however, as the need arises, some of the tasking under this contract will require a TOP SECRET (TS) FCL with Sensitive Compartment Information (SCI) access. For contract awardees with an existing TS FCL or those planning and qualified to pursue tasking that requires TS and/or TSSCI access, an updated DD254 will be issued to those companies on a case by case basis. Any access to SCI will be limited to U.S. Government Facilities or other U.S. Government sponsored SCI Facilities (SCIFs). Generation of SCI deliverables is not authorized.

8.2 PERSONNEL

The Government may require security clearances of at least SECRET and up to TOP SECRET, Sensitive Compartmented Information (SCI), for performance of any task order under this contract. The contractor shall provide sufficient personnel with the required security clearances to perform the work as specified in individual TOs. The contractor shall conform to the security provisions of DoD 5220.22-M, SECNAVINST 5510.30, and the Privacy Act of 1974. Prior to any labor hours being charged on contract, the contractor shall insure their personnel possess and can maintain appropriate security clearances at the appropriate level(s). At a minimum, the contractor shall validate that the background information provided by its employees charged under this contract is correct. In accordance with DoD Directive 8570.01, contractor personnel shall meet requirements in DoD 8570.10-M for task order performance as applicable to the work being performed. *Cost to meet these security requirements is not directly chargeable to task order.*

NOTE: If a final determination is made that an individual does not meet the minimum standard for a Position of Trust (SF 85P), then the individual will be permanently removed from SSC Atlantic facilities, projects, and/or programs. If an individual who has been submitted for a security clearance is "denied" for a clearance or receives an "Interim Declination" that individual will be removed from SSC Atlantic facilities, projects, and/or programs until such time as the investigation is fully adjudicated or the individual is resubmitted and is approved. All contractor

and subcontractor personnel removed from facilities, projects, and/or programs shall cease charging labor hours directly or indirectly on this contract and subsequent task orders.

The majority of personnel associated with this contract shall possess a SECRET or TOP SECRET clearance. Some of the individual task orders issued against this contract shall require personnel having higher clearance levels such as TOP SECRET with Single Scope Background Investigation (SSBI). At the Government's request, on a case-by-case basis, Top Secret (TS) clearances that consist of a SSBI shall be eligible for access to Sensitive Compartmented Information (SCI). These programs/tasks include, as a minimum, contractor personnel having the appropriate clearances required for access to classified data as required. Prior to starting work on the task, contractor personnel shall have the required clearance granted by the Defense Industrial Security Clearance Office (DISCO) and shall comply with IT access authorization requirements. In addition, contractor personnel shall possess the appropriate IT level of access for the respective task and position assignment as required by DoDD 8500.1, Information Assurance and DoDI 8500.2, Information Assurance (IA) Implementation. Any future revision to the respective directive and instruction shall be applied to the task order level as required. Contractor personnel shall handle and safeguard any unclassified but sensitive and classified information in accordance with appropriate Department of Defense security regulations. Any security violation shall be reported immediately to the respective government Project Manager and/or COR.

8.2.1 Access Control of Contractor Personnel

8.2.1.1 Physical Access to Government Facilities and Installations

Contractor personnel shall physically access government facilities and installations for purposes of site visitation, supervisory and quality evaluation, work performed within government spaces (either temporary or permanent), or meeting attendance. Individuals supporting these efforts shall comply with the latest security regulations applicable to the government facility/installation.

(a) The majority of government facilities require contractor personnel to have an approved visit request on file at the facility/installation security office prior to access. The contractor shall initiate and submit a request for visit authorization to the KO/COR in accordance with DoD 5220.22-M, Industrial Security Manual for Safeguarding Classified Information not later than one (1) week prior to visit – timeframes may vary at each facility/installation. For admission to SSC Atlantic facilities/installations, a visit request shall be forwarded via Space and Naval Warfare Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022, Attn: Security Office, for certification of need to know by the specified KO/COR. For visitation to all other govt. locations, visit request documentation shall be forwarded directly to the on-site facility/installation security office (to be identified at task order level) via approval by the KO/COR or designated government representative.

(b) Depending on the facility/installation regulations, contractor personnel shall present a proper form of identification(s) and vehicle proof of insurance or vehicle rental agreement. NOTE: Effective 1 Oct 10, SSC Atlantic facilities located on Joint Base Charleston require a Common Access Card (CAC) each time physical installation access is required. The contractor shall contact SSC Atlantic Security Office directly for latest policy.

(c) As required, a temporary or permanent automobile decal for each contractor personnel may be issued. The contractor assumes full responsibility for the automobile decal and shall be responsible for the return and/or destruction of the automobile decal upon termination of need or of personnel.

(d) All contractor persons engaged in work while on government property shall be subject to inspection of their vehicles at any time by the Government, and shall report any known or suspected security violations to the Security Department at that location.

8.2.1.2 Identification and Disclosure Requirements

As required in DFARS 211.106, contractors shall take all means necessary to not represent themselves as government employees. All contractor personnel shall follow the identification and disclosure requirement as specified in clause 5252.237-9602.

8.2.1.3 Government Badge Requirements

As specified in contract clause 5252.204-9202, some contract personnel shall require a government issued picture badge. While on government installations/facilities, contractors shall abide by each site's security badge requirements. Various government installations are continually updating its security requirements to meet Homeland Security Presidential Directive (HSPD-12) identification standards. Contractors are responsible for obtaining and complying with the latest security identification requirements for its personnel as required. Contractors shall submit valid paper work (e.g., site visit request, request for picture badge, and/or SF85P for CAC card) to the applicable government security office via the contract COR. The contractor's appointed Security Officer, which is required in clause 5252.204-9200, shall track all personnel holding local government badges at contract or task order level.

8.2.1.4 Common Access Card (CAC) Requirements

Some government facilities/installations (e.g., Joint Base Charleston) require contractor personnel to have a Common Access Card (CAC) for physical access to the facilities or installations. Contractors supporting work that requires access to any DoD IT/network also requires a CAC. Granting of logical and physical access privileges remains a local policy and business operation function of the local facility. The contractor is responsible for obtaining the latest facility/installation and IT CAC requirements from the applicable local Security Office. When a CAC is required to perform work, contractor personnel shall be able to meet all of the following security requirements prior to work being performed:

(a) In accordance with Directive-Type Memorandum (DTM-08-003), issuance of a CAC will be based on the following four criteria:

1. eligibility for a CAC – to be eligible for a CAC, contractor personnel's access requirement shall meet one of the following three criteria: (a) individual requires access to multiple DoD facilities or access to multiple non-DoD Federal facilities on behalf of the Government on a recurring bases for a period of 6 months or more, (b) individual requires both access to a DoD facility and access to DoD network on site or remotely, or (c) individual requires remote access to DoD networks that use only the CAC logon for user identification.
2. verification of DoD affiliation from an authoritative data source – CAC eligible personnel must be registered in the Defense Enrollment Eligibility Reporting Systems (DEERS) through either an authoritative personnel data feed from the appropriate Service or Agency or Contractor Verification System (CVS).
3. completion of background vetting requirements according to FIPS PUB 201-1 and DoD Regulation 5200.2-R – at a minimum, the completion of Federal Bureau of Investigation (FBI) fingerprint check with favorable results and submission of a National Agency Check with Inquiries (NACI) to the Office of Personnel Management (OPM), or a DoD-determined equivalent investigation. NOTE: Personnel requiring a CAC under SSC Atlantic shall contract the SSC Atlantic Security Office to obtain the latest requirements and procedures.
4. verification of a claimed identity – all personnel will present two forms of identification in its original form to verify a claimed identity. The identity source documents must come from the list of acceptable documents included in Form I-9, OMB No. 115-0136, Employment Eligibility Verification. Consistent with applicable law, at least one document from the Form I-9 list shall be a valid (unexpired) State or Federal Government-issued picture identification (ID). The identity documents will be inspected for authenticity, scanned, and stored in the DEERS.

(b) When a contractor requires logical access to a government IT system or resource (directly or indirectly), the required CAC shall have a Public Key Infrastructure (PKI). A hardware solution and software (e.g., ActiveGold) is required to securely read the card via a personal computer. Prior to receipt of a CAC, all contractor personnel shall be required to complete the mandatory annual IA training and submit a signed System Authorization Access Request Navy (SAAR-N) form to the contract's specified COR.

8.2.1.5 Accessing Navy Enterprise Resources Planning (ERP) System

As specified at the task order level, contractor personnel assigned to perform work under this contract shall require access to Navy Enterprise Resource Planning (Navy ERP) Management System. Prior to accessing any Navy ERP System, contractor personnel shall contact the COR or Contracting Officer to obtain the applicable Navy, Marine Corps Internet (NMCI) Assistant Customer Technical Representative (ACTR) who can assign each personnel with

an NMCI account. ACTRs can be found on the NMCI Homeport website at:

https://nmcicustomerreporting/CTR_Lookup/index.asp. Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the COR to the Competency Role Mapping point of contract (POC). The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: System Authorization Access Request Navy (SAAR-N) (DD Form 2875, Aug 2009), Annual Information Assurance (IA) training certificate, and Questionnaire for Public Trust Positions (SF85P). In accordance with DFARS clause 252.239-7001 and DoDD 8570.01, contractor personnel performing IA functions shall meet information assurance (IA) training certification, and tracking requirements in accordance with DoD 8570.01-M prior to accessing DoD information systems. Personnel tracking information, which includes subcontractor personnel, shall be included in the monthly contract status report.

(a) For directions on completing the SF85P, the contractor is instructed to consult with its company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

(b) For DoD Information Assurance Awareness training, contractor shall use this site: <http://iase.disa.mil/index2.html>. DIRECTIONS (Subject to Change): On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness."

8.2.2 IT Position Categories

In accordance to DoDI 8500.2, SECNAVINST 5510.30, and applicable to unclassified DoD information systems, a designator shall be assigned to certain individuals that indicates the level of IT access required to execute the responsibilities of the position based on the potential for an individual assigned to the position to adversely impact DoD missions or functions. As defined in DoD 5200.2-R and SECNAVINST 5510.30, the IT Position categories include:

IT-I (Privileged)

IT-II (Limited Privileged)

IT-III (Non-Privileged)

Note: The term IT Position is synonymous with the older term Automated Data Processing (ADP) Position (as used in DoD 5200.2-R, Appendix 10).

Investigative requirements for each category vary, depending on the role and whether the individual is a U.S. civilian contractor or a foreign national. The contractor PM shall assist the government Project Manager or COR in determining the appropriate IT Position Category assignment for all contractor personnel. All required SSBI, SSBI Periodic Reinvestigation (SSBI-PR), and National Agency Check (NAC) adjudication shall be performed in accordance with DoDI 8500.2 and SECNAVINST 5510.30. IT Position Categories shall be determined based on the following criteria:

8.2.2.1 IT-I Level (Privileged) - Positions in which the incumbent is responsible for the planning, direction, and implementation of a computer security program; major responsibility for the direction, planning and design of a computer system, including the hardware and software; or, can access a system during the operation or maintenance in such a way, and with a relatively high risk for causing grave damage, or realize a significant personal gain. Personnel whose duties meet the criteria for IT-I Position designation require a favorably adjudicated SSBI or SSBI-PR. The SSBI or SSBI-PR shall be updated a minimum of every 5 years.

8.2.2.2 IT-II Level (Limited Privileged) - Positions in which the incumbent is responsible for the-direction, planning, design, operation, or maintenance of a computer system, and whose work is technically reviewed by a higher authority at the IT-II Position level to insure the integrity of the system. Personnel whose duties meet the criteria for an IT-II Position require a favorably adjudicated NAC.

8.2.2.3 IT-III Level (Non-privileged) - All other positions involved in computer activities. Incumbent in this position has non-privileged access to one or more DoD information systems/applications or database to which they are authorized access. Personnel whose duties meet the criteria for an IT-III Position designation require a favorably adjudicated NAC.

8.2.3 Security Training

The contractor shall educate employees on the procedures for the handling and production of classified material and documents, and other security measures as described in the PWS in accordance with DoD 5220.22-M.

8.2.4 Disclosure of Information

Contractor employees shall not discuss or disclose any information provided to them in the performance of their duties to parties other than authorized government and contractor personnel who have a "need to know". Any information or documentation developed by the contractor under direction of the Government shall not be used for other purposes without the consent of the government KO.

8.3 DATA HANDLING AND USER CONTROLS

8.3.1 Data Handling

At a minimum, the contractor shall handle all data received or generated under this contract as For Official Use Only (FOUO) material. Any classified information received or generated shall be handled in accordance with the attached DD Form 254 and in shall be in compliance with all applicable PWS references and to other applicable government policies and procedures that include DoD/Navy/SPAWAR.

8.3.2 Effective Use of Controls

The contractor shall screen all electronic deliverables or electronically provided information for malicious code using DoD approved anti-virus software prior to delivery to the Government. The contractor shall utilize appropriate controls (firewalls, password protection, encryption, digital certificates, etc) at all times to protect contract related information processed, stored or transmitted on the contractor's and government's computers/servers to ensure confidentiality, integrity, availability, authentication and non-repudiation. This includes ensuring that provisions are in place that will safeguard all aspects of information operations pertaining to this contract in compliance with all applicable PWS references.

9.0 GOVERNMENT FACILITIES

As specified in each task order, government facilities (i.e., office space, computer hardware/software, or lab space) will be provided to those labor categories that would otherwise adversely affect the work performance if they were not available on-site. *Note: The burdened labor rate for those contractor personnel designated as "government site" shall include overhead costs allocable to government site work, consistent with the contractor's established accounting practices.*

10.0 CONTRACTOR FACILITIES

Some task orders issued under this contract may require the contractor to possess or establish facilities at specific locations. Facility requirements may include laboratory space, staging and storage areas, classified storage, or other spaces equipped as necessary to accomplish task order objectives.

11.0 GOVERNMENT PROPERTY

In accordance with FAR 45.102, furnishing government property on this contractor is in the Government's best interest. Government property is required and will be defined at task order level.

11.1 TYPES OF GOVERNMENT PROPERTY

Contractor personnel shall utilize government property which includes all property owned or leased by the Government. Government property is government-furnished property (GFP), government-furnished information (GFI), and contractor-acquired property (CAP). Under this contract, the following government property will be applicable:

11.1.1 Government-furnished Property (GFP)

As defined in FAR Part 45, government-furnished property (GFP) is property in the possession of, or directly acquired by, the Government and subsequently furnished to the contractor for performance of a contract. GFP includes end items equipment/systems are being provided under a modification or upgrade contract; or when repairable items are being provided under a repair, modification, or overhaul contract. GFP shall be identified at task order level.

11.1.2 Government-furnished Information (GFI)

As specified in FAR Part 7.105, government-furnished information (GFI) includes manuals, drawings, and test data that is provided to contractor for performance of a contract. Certain information (e.g., technical specifications, maps, buildings designs, schedules, etc.) shall required addition controls for access and distribution. Unless otherwise specified, all GFI distribution and inventory shall be tracked. GFI shall be identified at task order level.

11.1.3 Contractor-acquired Property (CAP)

As defined in FAR Part 45, contractor-acquired property (CAP) is property acquired or otherwise provided by the contractor for performing a contract and to which the Government has title. Business rules relative to CAP are exclusive to cost-reimbursement contracts as well as cost reimbursement line items under mixed type contracts and cost reimbursement delivery orders under indefinite delivery contracts or basic ordering agreements. Any required CAP shall be identified at task order level.

11.2 MANAGEMENT, TRACKING, AND DISPOSAL

The utilization of government property requires the contractor to manage, track, and dispose of contractor inventory. As cited in FAR 45.502, the contractor shall maintain a property control system which is subject to review by the government contract Property Administrator. In accordance with FAR clause 52.245-1, the contractor, shall adhere to the applicable prescribed requirements under the following areas: property management, use of government property, government-furnished property, title to government property, contractor plans and systems, system analysis, contractor liability, equitable adjustment, contractor inventory disposal, abandonment of government property, communication, and contracts outside the United States. Specifically, contractors shall not take receipt or transfer custody of any government property without possessing contractual authority (item specifically listed in the base contract or task order level) and proper paperwork; i.e., Requisition and Invoice/Shipping Document (DD1149).

11.3 INVENTORY DISPOSITION

When disposition instructions for GFP are contained in the contract/task order or on the supporting shipping documents (DD Form 1149), the contractor shall initiate and submit an excess inventory listing to the Procuring Contracting Officer (PCO), via the activity Property Administrator.

When disposition instructions are not stipulated in the contract or supporting shipping document (DD Form 1149), an excess inventory listing is required that identifies GFP and, under cost reimbursement contracts, CAP. This list shall be submitted to the PCO, via the activity Property Administrator, at which time disposition instructions will be provided.

When GFP and CAP are specific to a single task order, a final inventory reporting list shall be included in the task order Closeout Report, CDRL A005. At the time of the contractor's regular annual inventory, the contractor will

provide the PCO, via the assigned Property Administrator, a copy of the physical inventory listing. All contractor personnel shall be responsible for following the company's internal inventory management procedures and correcting any problems noted by the government property administrator. Non-compliance with the contract's government Property terms and conditions shall negatively affect the yearly contractor Performance Assessment Reporting System (CPARS) rating.

12.0 SAFETY ISSUES

12.1 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS

The contractor shall be responsible for ensuring the safety of all company employees, other working personnel, and government property. The contractor is solely responsible for compliance with the Occupational Safety and Health Act (OSHA) (Public Law 91-596) and the resulting applicable standards, OSHA Standard 29 CFR 1910 (general), 1915 (shipboard/submarine) and 1926 (shore), and for the protection, safety and health of their employees and any subcontractors assigned to the respective task orders under this contract. It is the contractor's sole responsibility to make certain that all safety requirements are met, safety equipment is provided, and safety procedures are documented as part of their quality management system.

12.1.1 Performance at government facilities

In addition to complying to clause 5252.223-9200 Occupational Safety and Health Requirements, the contractor shall immediately report any accidents involving government or contractor personnel injuries or property/equipment damage to the Contracting Officer and COR. Additionally, the contractor is responsible for securing the scene and impounding evidence/wreckage until released by the Contracting Officer.

12.2 SAFETY TRAINING

The contractor shall be responsible to train all personnel that require safety training. Specifically, where contractors are performing work at Navy shore installations, that requires entering manholes or underground services utility the contractor shall provide a qualified person as required in 29 CFR 1910 or 29 CFR 1926 or as recommended by the National Institute for Occupational Safety and Health (NIOSH) Criteria Document for Confined Spaces. Also, when contractors are required to scale a tower, all applicable personnel shall have Secondary Fall Protection and Prevention training.

13.0 TRAVEL

13.1 LOCATIONS

Travel locations and place of performance shall be specified at task order level. Depending on the locations cited at the task order level, additional requirements and/or clauses shall be applicable. The contractor shall be the responsible for meeting all travel requirements and clauses prior to task order award.

13.2 OCONUS IMMUNIZATION REQUIREMENTS

As specified in each task order, the contractor shall be required to travel to locations outside the Continental limits of the United States (OCONUS) both shore and afloat. Contractor employees who deploy to locations that require immunizations shall do so in accordance with Department of Defense Instruction (DoDI) 6205.4, Department of the Navy (DON), and Space and Naval Warfare Systems Center Atlantic Instruction (SPAWARSYSCENLANTINST) 12910.1.

13.3 LETTER OF AUTHORIZATION

Some travel shall require a Letter of Authorization (LOA). As noted in DFARS PGI 225.7402-3(e), a LOA is necessary to enable a contractor employee to process through a deployment processing center; to travel to, from, and within a theater of operations; and to identify any additional authorizations and privileges. As required by task order, the contractor shall initiate a LOA for each prospective traveler. The contractor shall use the Synchronized Pre-deployment & Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain data with respect to traveling/deployed personnel, and to generate LOAs. When necessary and if in the Government's interest, the contractor may also initiate a LOA request to provide an official traveler access to government facilities and to take advantage of travel discount rates in accordance with government contracts and/or agreements. All privileges, services, and travel rate discount access are subject to availability and vendor acceptance. LOAs shall be signed/approved by a SPOT registered Ordering Officer for the applicable task order.

13.4 SPECIFIED MISSION DESTINATIONS

As specified in each task order, the contractor shall be required to travel to locations designated as Specified Mission Destinations which are defined in the SSC Atlantic OCONUS Deployment Guide website. In accordance with SPAWARSYSCENLANTINST 12910.1A, work to be performed at Specified Mission Destinations is subject to all relevant contract clauses, as well as the requirements set forth in the aforementioned guidance website (link to be provided at task order award). The contractor shall be able to meet all clauses and guide requirements 35 days prior to traveling to the applicable specified destination. When deployment to a Specified Mission Destination is required, the contractor shall be responsible for processing applicable deployment packages for its personnel in accordance with the SSC Atlantic OCONUS Deployment Guide website. Point of Contact (POC) e-mail address is SSC_LANT_SMD_Deployments@navy.mil. Commencing no later than seven (7) days after task order award that requires travel to specified mission destinations, the contractor shall submit all necessary OCONUS Deployment Reports/Forms (CDRL A010) to the task order technical POC and/or Command Deployment Coordinator.

13.5 THEATER BUSINESS CLEARANCE (TBC) SPECIAL REQUIREMENTS

Contractors required to travel to Iraq, Afghanistan, Kuwait and/or Pakistan shall conform to CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) (formerly known as JCC-I/A) Special Requirements for those listed locations which are within the USCENCOM area of responsibility.

TBC CLAUSES

952.222-0001 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (AUG 2011)

(a) All contractors ("contractors" refers to both prime contractors and all subcontractors at all tiers) are reminded of the prohibition contained in Title 18, United States Code, Section 1592, against knowingly destroying, concealing, removing, confiscating, or possessing any actual or purported passport or other immigration document, or any other actual or purported government identification document, of another person, to prevent or restrict or to attempt to prevent or restrict, without lawful authority, the person's liberty to move or travel, in order to maintain the labor or services of that person.

(b) Contractors are also required to comply with the following provisions:

(1) Contractors shall only hold employee passports and other identification documents discussed above for the shortest period of time reasonable for administrative processing purposes.

(2) Contractors shall provide all employees with a signed copy of their employment contract, in English as well as the employee's native language, that defines the terms of their employment/compensation.

(3) Contractors shall not utilize unlicensed recruiting firms or firms that charge illegal recruiting fees.

(4) Contractors shall be required to provide adequate living conditions (sanitation, health, safety, living space) for their employees. Fifty square feet is the minimum acceptable square footage of personal living space per employee. Upon contractor's written request, Contracting Officers may grant a waiver in writing in cases where the existing square footage is within 20% of the minimum, and the overall conditions are determined by the Contracting Officer to be acceptable. A copy of the waiver approval shall be maintained at the respective life support area.

(5) Contractors shall incorporate checks of life support areas to ensure compliance with the requirements of this Trafficking in Persons Prohibition into their Quality Control program, which will be reviewed within the Government's Quality Assurance process.

(6) Contractors shall comply with International and Host Nation laws regarding transit/exit/entry procedures and the requirements for visas and work permits.

(c) Contractors have an affirmative duty to advise the Contracting Officer if they learn of their employees violating the human trafficking and inhumane living conditions provisions contained herein. Contractors are advised that Contracting Officers and/or their representatives will conduct random checks to ensure contractors and subcontractors at all tiers are adhering to the law on human trafficking, humane living conditions and withholding of passports.

(d) The contractor agrees to incorporate the substance of this clause, including this paragraph, in all subcontracts under his contract.

952.223-0001 – REPORTING KIDNAPPINGS, SERIOUS INJURIES AND DEATHS (JUL 2010)

Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur.

Report the following information:

- Contract Number
- Contract Description & Location
- Company Name
- Reporting party:
- Name
- Phone number
- e-mail address
- Victim:
- Name
- Gender (Male/Female)
- Age
- Nationality
- Country of permanent residence
- Incident:
- Description
- Location
- Date and time
- Other Pertinent Information

952.225-0001 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (AUG 2011)

(a) **General.** Contractor and its subcontractors at all tiers that require arming under this contract agree to obey all laws, regulations, orders, and directives applicable to the use of private security personnel in Iraq and Afghanistan, including U.S. CENTCOM, United States Forces - Iraq (USF-I) and United States Forces - Afghanistan (USFOR-A) Commander orders, instructions and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.50, *Private Security Contractors (PSCs) Operating in Contingency Operations*;
- (2) DODI 3020.41, *Program Management for Acquisition and Operational Contract Support in Contingency Operations*;
- (3) DFARS 252.225-7040, *Contractor Personnel Supporting a Force Deployed Outside the United States*;
- (4) Class Deviation 2011-O0004, Contractor Personnel in the United States Central Command Area of Responsibility
- (5) USFOR-A, FRAGO 11-128, *Outlines Management of Armed Contractors and Private Security Companies Operating in the Combined Joint Operations Area - Afghanistan (CJOA-A)*
- (6) USF-I OPOD 11-01, Annex C, Appendix 20
- (7) U.S. CENTCOM Policy and Delegation of Authority for Personal Protection and Contract Security Service Arming of DoD Civilian Personnel Dated 18 Jan 2011.

(b) **Required Contractor Documentation.** Contractors and their subcontractors at all tiers that require arming approval shall provide to the arming approval authority via the COR consistent documentation (signed and dated by the employee and employer as applicable) for each of their employees who will seek authorization to be armed under the contract as follows:

- (1) Weapons Qualification/Familiarization. All employees must meet the weapons qualification requirements on the requested weapon(s) established by any DoD or other U.S. government agency, Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the U.S. CENTCOM Policy, dated 23 December 2005; and distinction between the above-prescribed RUF and the Rules of Engagement (ROE), which are applicable only to military forces.
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) Written acknowledgement by the individual of the fulfillment of training responsibilities and the conditions for the authorization to carry firearms. This document includes the acknowledgement of the distinctions between the ROE applicable to military forces and RUF that control the use of weapons by DoD civilians, DoD contractors and PSCs.
- (4) Written acknowledgement signed by both the armed employee and by a representative of the employing company that use of weapons could subject both the individual and company to U.S. and host nation prosecution and civil liability.
- (5) A copy of the contract between the contractor's company and the U.S. Government that verifies the individual's employment and addresses the need to be armed.
- (6) One (1) copy of a business license from the Iraqi or Afghani Ministry of Trade or Interior.
- (7) One (1) copy of a license to operate as a PSC (or a temporary operating license) from the Ministry of Interior.

(c) **Communication Plan.** The contractor will submit to the COR a communications plan that, at a minimum, sets forth the following:

- (1) The contractor's method of notifying military forces and requesting assistance where hostilities arise, combat action is needed or serious incidents have been observed.
- (2) How relevant threat information will be shared between contractor security personnel and U.S. military forces.
- (3) How the contractor will coordinate transportation with appropriate military authorities.

(d) **Plan for Accomplishing Employee Vetting.** The contractor will submit to the COR an acceptable plan for vetting all contractor and subcontractor employees. The contractor shall, at a minimum, perform the following (which will be specifically addressed in its plan):

(1) Local Nationals: Perform Local and National Agency background checks in accordance with Host Nation Government policies and protocols.

(2) Use one or more of the following sources when conducting the background checks on Third Country Nationals: Interpol, FBI, (2) Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records.

(3) All local nationals and third country nationals will voluntarily submit to full biometric enrollment in accordance with theater biometric policies prior to submitting arming requests. All local nationals and third country nationals will voluntarily submit to routine biometric screening in accordance with local installation policies and procedures. The contractor will immediately notify the COR, local installation Force Protection agency and the theater arming approval authority of any individuals who are revealed as potential security risks during biometric processing.

(4) The Contractor shall provide to the COR official written certification of candidate(s) suitability for employment. This certification may address multiple employees on a single certification but must clearly state each employee was vetted in accordance with the Contractor's plan for accomplishing employee vetting.

(e) **Penalties for Non-Compliance.** Failure of contractor or subcontractor employee(s) to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force, training, arming authorization, and incident reporting requirements may result in the revocation of weapons authorization for such employee(s). Where appropriate, such failure may also result in the total revocation of weapons authorization for the contractor (or subcontractor) and sanctions under the contract, including termination.

(f) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the contractor, its subcontractors, and persons employed by the same, to the civil and criminal jurisdiction of the U.S. and Host Nation. "Host Nation" refers to the nation or nations where services under this contract are performed.

(g) **Lapses in Training or Authorization.** Failure to successfully retrain an employee who has been properly authorized to be armed under this contract within twelve (12) months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon and authorization letter to the contractor and will remain unarmed until such time as they are retrained and newly approved by the arming authority. Additionally, the arming authority's authorization letter is valid for a maximum of twelve (12) months from the date of the prior letter (unless authorization is earlier invalidated by a lapse in training).

(h) **Authorized Weapon & Ammunition Types.** Unless DCDRUSCENTCOM (or a designee) expressly provides otherwise, all arming requests and authorizations for contractor or subcontractor employees under this contract shall be limited to U.S. Government-approved weapons and ammunition. Notwithstanding Host Nation laws or regulations that would allow use of heavier weapons by contract security/PSC, all DoD security service / PSC contractors must have weapons approved by DCDRUSCENTCOM (or a designee) before use. This restriction applies to all weapons in the possession of contractor employees, even if such weapons are required for personal protection. The following weapons and ammunition are currently authorized by the U.S. Government for use in Iraq and Afghanistan:

(1) The M9, M4, M16, or equivalent (e.g. .45 CAL, AK-47).

(2) The M9 or equivalent sidearm will be the standard personal protection weapon unless other weapons are specifically requested and approved.

(3) Standard authorized weapons are selectable fire semi-automatic weapons only. All Non-U.S. and Non-standard weapons must be submitted to the theater arming authority for review and approval. Non-standard weapons are classified as any machine gun, belt-fed or crew served weapon or any weapon utilizing ammunition greater than 7.62mm X 51mm NATO. Contractors must also provide scorecards and criteria for qualification appropriate to the Non-standard weapon's caliber.

(4) U.S. government Ball ammunition is the standard approved ammunition.

(i) **Requirements for Individual Weapons Possession.** All employees of the contractor and its subcontractors at all tiers who are authorized to be armed under this contract must:

(1) Possess only those U.S. Government-approved weapons and ammunition for which they are qualified under the training requirements of section (b) and subsequently authorized to carry.

(2) Carry weapons only when on duty or at a specific post (according to their authorization).

(3) Not conceal any weapons, unless specifically authorized.

(4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.

(5) IAW USCENTCOM G.O. #1, consumption of alcohol or use of any intoxicating substances which may impair judgment, medication or otherwise in Iraq or Afghanistan is prohibited. In the event of a suspension or an exception to G.O. #1, employees shall not consume any alcoholic beverage while armed or within eight (8) hours of the next work period when they will be armed. There are no circumstances under which a person will be authorized to consume any alcoholic beverage or use any judgment impairing substance when armed for personal protection.

(j) **Weapons/Equipment Restrictions and Responsibilities.** Unless otherwise provided, the U.S. Government will not provide any weapons or ammunition to contractors, their subcontractors, or any employees of the same. The Contractor will provide all weapons and ammunition to those employees that will be armed under the contract. The contractor and its subcontractors at all tiers will also provide interceptor body armor, ballistic helmets, and the Nuclear, Biological, and Chemical (NBC) protective masks to those employees that require such equipment in the performance of their duties.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF and ROE training referenced in paragraph (b), the contractor and its subcontractors at all tiers will monitor and report all activities of its armed employees that may violate the RUF and/or otherwise trigger reporting requirements as serious incidents. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, though are not limited to:

(1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.

(2) Failing to cooperate with Coalition and Host Nation forces.

(3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.

(4) Failing to use a graduated force approach.

(5) Failing to treat the local civilians with humanity or respect.

(6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** The Contractor and all subcontractors at all tiers shall maintain records on weapons training, LOAC, RUF and the screening of employees for at least six (6) months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the Contracting Officer or designated representative, at no additional cost to the government, within 72 hours of a request.

(m) **Contractor Vehicles.** Vehicles used by contractor and subcontractor personnel in the course of their security duties shall not be painted or marked to resemble U.S./Coalition or host nation military and police force vehicles.

(n) **Monthly Reporting.** The prime contractor will report monthly arming status to the Contracting Officer responsible for this contract, and any other organization designated by the Contracting Officer in accordance with theater policy and the timelines defined in the Performance Work Statement.

952.225-0002 – ARMED PERSONNEL INCIDENT REPORTS (AUG 2011)

(a) All contractors and subcontractors in the United States Forces-Iraq (USF-I) or United States Forces-Afghanistan (USFOR-A) theater of operations shall comply with and shall ensure that their personnel supporting USF-I or USFOR-A forces are familiar with and comply with all applicable orders, directives, and instructions issued by the respective USF-I or USFOR-A Commanders relating to force protection and safety.

(b) **IRAQ:** Contractors shall provide an initial report of all weapons firing incidents or any other serious incidents they or their contractors are involved in to USF-I Contractor Operations Cell (CONOC) as soon as practical, but not later than 4 hours after the incident. The contractor and its subcontractors at all tiers shall submit a written report to CONOC, the Contracting Officer (KO) within 96 hours of the incident. Interim reports shall be submitted between the initial and final report, when necessary to the CONOC at usfic3conoc@iraq.centcom.mil DSN 318-435-2369, UK# 0044 203 286 9851 or 0044 203 239 5894 or Skype: USFICONOC.

(c) **AFGHANISTAN:** Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the SCO-A Chief of Operations and the SAR @ USFOR-A (SAR SHIFT DIRECTOR, DSN: 318-237-1761) Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The SCO-A Chief of Operations in coordination with the SAR will issue guidance for further reporting requirements.

(d) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/SAR Watch. Contractor and subcontractor personnel shall carry their Letter of Authorization (LOA) on their person at all times.

952.225-0003 – FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (AUG 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (i.e. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ($<$ 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ($<$ 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder, or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia;

renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

952.225-0004 – COMPLIANCE WITH LAWS AND REGULATIONS (JUL 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Iraq and Afghanistan, including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Iraq or Afghanistan without approval from the senior U.S. commander in the country.

952.225-0005 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS DOD class deviation 2011-O0004.

952.225-0006 – CONTRACT DELIVERY REQUIREMENTS (JUL 2010)

REQUIRED DELIVERY DATE: _____

CONTRACTOR DELIVERY LOCATION: _____

POINT-OF-CONTACT RESPONSIBLE FOR INSPECTION & ACCEPTANCE:

Name: _____

Phone No.: _____ email: _____

FINAL DELIVERY DESTINATION: _____

POINT-OF-CONTACT AT FINAL DESTINATION: _____

Name: _____

Phone No.: _____ email: _____

REQUIRING ACTIVITY: _____

952.225-0007 – MANDATORY SHIPPING INSTRUCTIONS (IRAQ) (AUG 2011)

(a) United States Forces Iraq, Deputy Commanding General Advisory and Training (USF-I DCG A&T), is required to track supplies and materiel shipped into Iraq. Prompt notification of shipment movements and compliance with information requirements will assist in providing advance notice to the point of entry for all inbound shipments.

(b) The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq Representative. If the shipment qualifies for a levy exemption, the “Customs Levy Exemption Form” will be stamped and e-mailed back to the contractor. The stamped form must accompany every shipment for which a levy exemption is desired.

(c) Upon contract award, the contractor/consignor shall provide the necessary logistical information required by USF-I DCG A&T /J4.

STEP 1:

- Upon contract award go to the following JCCS website:
- <https://www.jccs.gov/olvr/>:

STEP 2:

- Select the “Miscellaneous Documents” item and then select the “New Levy Exemption Form”
- Complete the “New Levy Exemption Form”.

STEP 3:

- Within 7 days of shipping; e-mail the following items to USF-I DCG A&T /J4 (Logistics) at Usf-i.j4.mmdmove@iraq.centcom.mil and Customs Officials at CMDbattlebox@iraq.centcom.mil:
(1) completed “New Customs Levy Exemption Form”, (2) a copy of the front page of the signed contract, and (3) the pages from the contract that describe the required supplies, equipment or end product, phone DSN: 318-485-2594/6224 or Commercial: 713-970-6140, Rings in Iraq.
 - The “Customs Levy Exemption Form” will be reviewed by a Government of Iraq representative. If the shipment qualifies for a levy exemption, the “Customs Levy Exemption Form” will be stamped and emailed back to the contractor. The stamped form, airway bill/bill of lading, and manifests/packing documents must accompany every shipment for which a levy exemption is desired. All of these documents must list USF-I as the consignee/end user and the releasing agent as “GLOBAL FREIGHT SYSTEM.”
 - Complete a Form DD-250 form, Material Inspection and Receiving Report, and provide it and the invoice for the shipment with the cargo.
 - Commercial Air Shipments require (1) airway bills and (2) the “Customs Levy Exemption” form to be emailed to the USF-I J4 org box at Usf-i.j4.mmdmove@iraq.centcom.mil. Ensure that all shipping labels have **USF-I** and **ATTN: GLOBAL FREIGHT SYSTEM**.
- (d) It is the contractor’s responsibility to provide all the requested information in sufficient time to allow coordination of required delivery. Failure to comply with these instructions may result in delaying the arrival of supplies and materiel at their final destinations.
- (e) Once material is shipped, the Contractor shall notify USF-I J4, within two business days, at email address: Usf-i.j4.mmdmove@iraq.centcom.mil.

952.225-0008 – SHIPPING INSTRUCTIONS FOR WEAPONS (JUL 2010)

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

952.225-0009 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (AUG 2011)

(a) Contractors and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country of a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and Body Mass Index (BMI) shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, BMI and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractor's medical provider or local economy provider who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in the CENTCOM Area of Operations. A copy of the TB screening documentation shall be provided to the responsible Base Operations Center prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in food service positions and/or water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor

shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation as Supplemented, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements.

952.225-0011 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (AUG 2011)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

* CAAF means Contractors Authorized to Accompany Forces.

U.S. Citizens Accompanying the Force

- | | | |
|--|--|--|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input checked="" type="checkbox"/> Excess Baggage | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> Billeting | <input checked="" type="checkbox"/> Fuel Authorized | <input checked="" type="checkbox"/> MWR |
| <input checked="" type="checkbox"/> CAAF* | <input checked="" type="checkbox"/> Govt Furnished Meals | <input checked="" type="checkbox"/> Resuscitative Care |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC) | <input checked="" type="checkbox"/> Military Banking | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input checked="" type="checkbox"/> Commissary | <input checked="" type="checkbox"/> Military Exchange | <input type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

Third-Country National (TCN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

Local National (LN) Employees

- | | | |
|---|---|---|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> Billeting | <input type="checkbox"/> Fuel Authorized | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished Meals | <input type="checkbox"/> Resuscitative Care |
| <input type="checkbox"/> Controlled Access Card (CAC) | <input type="checkbox"/> Military Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Badge | <input type="checkbox"/> Military Clothing | <input type="checkbox"/> All |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Exchange | <input checked="" type="checkbox"/> None |
| <input type="checkbox"/> Dependents Authorized | | |

952.225-0013 – CONTRACTOR HEALTH AND SAFETY (AUG 2011)

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2008 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2008 can be found on the following link <http://www.nfpa.org>.

952.225-0016 – CONTRACTOR DEMOBILIZATION (AFGHANISTAN) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Afghanistan Combined Joint Operations Area (CJOA) is critical to responsible drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Afghanistan: The prime contractor is responsible to remain cognizant of Afghan laws regarding exit from Afghanistan. Currently, all foreigners traveling out of Afghanistan airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Afghanistan, Letters of Authorization (LOAs), and/or Embassy Badges are not accepted means of exiting Afghanistan. All U.S. citizens and foreign national contractors exiting via commercial means must obtain an Afghanistan exit sticker before departing the country. The exit sticker may be obtained from Ministry of Interior (MOI) office. It is the prime contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. It is to the responsibility of the contractor to work with the Embassy of Afghanistan or Afghanistan MOI as required.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Afghanistan CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the Contracting Officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) **Badging:** The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) **Contractor Controlled Facility Space:** If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/ remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) **Government Furnished Equipment/Materials:** The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part 45, clauses 52.245-1, if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) **Contractor Personal Property:** The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Predeployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the contract completion period and to release the personnel from the prime contractor's company in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the end of the contract completion date.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Afghanistan CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. If the prime contractor fails to re-deploy an employee, or subcontractor employee at any tier, the USG shall notify the applicable U.S. Embassy to take appropriate action. Failure by the prime contractor to re-deploy its personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future U.S. contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-20. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of U.S. Government expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to withhold payment from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

952.225-0017 – CONTRACTOR DEMOBILIZATION (IRAQ) (AUG 2011)

(a) Full demobilization of contractors and subcontractor(s) in the Iraq Combined Joint Operations Area (CJOA) is critical to Responsible Drawdown. The prime contractor is required to submit a demobilization plan to the Contracting Officer a minimum of 120 days prior to the end of the contract performance period or when requested by the Contracting Officer. The demobilization plan shall address, as a minimum, the following procedures detailed below. The procedures outline specific guidance to ensure a timely and responsible exit from theater. Prime contractors are responsible and accountable to ensure their subcontractor(s) at all tiers comply with responsible and timely exit from theater immediately following contract performance completion or termination.

(1) Exit from Iraq: The prime contractor shall follow the exit guidance issued by the United States (U.S.) Embassy Baghdad and shall ensure subcontractor(s) at all tiers also follow the exit procedures. The prime contractor is responsible to remain cognizant of Iraqi laws regarding exit from Iraq. Currently, all foreigners traveling out of Iraqi airports via commercial air transportation must have exit visas. Department of Defense, U.S. Forces-Iraq, Letters of Authorization (LOAs), and/or Embassy Badges are no longer the accepted means of exiting Iraq. All U.S. citizens and foreign national contractors must obtain an Iraqi exit sticker before departing the country. The exit sticker may be obtained from selected police stations or Ministry of Interior (MOI) offices. It is the prime

contractor's responsibility to ensure that the most recent exit procedures are followed and to ensure that subcontractor(s) at all tiers are in compliance with exit procedures. Assistance for this procedure may be obtained by e-mailing baghdadregmgt@state.gov or phone 240-553-0581, ext 2782 or ext 2092.

(2) Letter of Authorization (LOA): The prime contractor is responsible for demobilizing its workforce, including subcontractor employees at all tiers, and all contractor owned and subcontractor owned equipment out of theater as part of the prime contractor's exit strategy. This exit strategy must include reasonable timeframes starting with the end of the contract performance period and not exceeding 30 days. The Contracting Officer has the authority to extend selected LOAs up to, but not exceeding 30 calendar days after the contract completion date to allow the prime contractor to complete demobilization of its workforce and contractor owned equipment, as well as subcontractor(s) workforce and owned equipment, out of the Iraq CJOA. The prime contractor shall notify the Contracting Officer a minimum of 30 days prior to the end of the contract period to request up to a 30-day extension of selected LOAs beyond the contract completion date to complete demobilization. The request shall include at a minimum:

- (i) the name of each individual requiring a new LOA;
- (ii) the number of days for the LOA (no more than 30 calendar days); and
- (iii) justification for the request (e.g., what function the individual(s) will be performing during the demobilization period).

The Contracting Officer may request additional information for an LOA extension. Any LOA extension granted beyond the contract completion date shall not exceed 30 days and the contractor is not entitled to additional compensation for this period. If approved by the contracting officer, this is a no cost extension of an employee's LOA due to demobilization and in no way is an extension of the contract performance period.

(3) Badging: The prime contractor is responsible to ensure all employee badges, including subcontractor employees at all tiers, are returned to the local Access Control Badging Office for de-activation and destruction. The prime contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If a prime and/or subcontractor employee's badge is not returned, the prime contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re-deployment through a CONUS Replacement Center in the U.S. Failure to return employee badges in a timely manner may result in delay of final payment.

(4) Contractor Controlled Facility Space: If the prime contractor has entered into a Memorandum of Understanding with the Installation Mayor or Garrison for site space, buildings, facilities, and/or Containerized Housing Units (CHU) to house prime and/or subcontractor employees (at all tiers), the prime contractor is responsible to notify the Installation Mayor or Garrison Commander of intent to vacate at least 90 calendar days prior to the end of the contract performance period. All United States Government (USG) provided property in the prime contractor's possession must be returned to the USG in satisfactory condition. The prime contractor is responsible and liable for any and all damages to USG property caused by prime and/or subcontractor employees, and shall be further liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the USG in returning prime contractor and/or subcontractor facilities including surrounding site to a satisfactory condition, including expenses incurred in physically moving property, trash, and refuse from such premises, removing/remediating hazardous wastes on the premises, and repairing structures, buildings, and facilities used by the prime contractor and/or subcontractor. The prime contractor shall provide notification to the Installation Mayor or Garrison Commander to perform an inspection of all facilities as soon as practicable, but no more than 30 days, after the end of the contract period. If damages are discovered, the prime contractor shall make the necessary repairs. The prime contractor shall notify the Installation Mayor or Garrison Commander for re-inspection of the facilities upon completion of the repairs. If the Installation Mayor or Garrison Commander inspects the property, site space, buildings, facilities, and/or CHUs and finds they have not been properly cleaned, cleared, and/or environmentally remediated, or if the prime contractor fails to repair any damages within 30 calendar days after the end of the contract performance period, the final contract payment shall be

reduced by the amount of the specified damages/repairs or the expenses incurred by the USG to properly clean, clear, and/or environmentally remediate the premises.

(5) Government Furnished Equipment/Materials: The prime contractor is responsible to return all USG furnished equipment, as defined in Federal Acquisition Regulation (FAR) Part if included in the contract. Prime contractors who are not in compliance with the FAR, Defense Federal Acquisition Regulation Supplement, Department of Defense Directives and Instructions, United States Forces-Iraq (USF-I) FRAGOs, policies, or procedures will be responsible and liable for damages to the government property. The prime contractor may apply for a "relief of responsibility" from the Contracting Officer anytime during the contract performance period. A joint inventory shall be conducted of the equipment by the prime contractor, USG representative, and the Contracting Officer or their representative, within 10 calendar days after the end of the contract performance period. The prime contractor shall report lost, damaged or destroyed property immediately to the Contracting Officer, but no later than the joint inventory at the end of the contract period. If the prime contractor fails to report lost, damaged or destroyed equipment or materials during the contract performance period, the prime contractor shall be responsible for the replacement and/or repair of the equipment or materials. The replaced equipment shall be new, of the same quality, and shall perform at the same functional level as the missing piece of equipment. If the prime contractor fails to repair and/or replace damaged or missing equipment, the final payment shall be reduced by the appropriate amount of the specified damages or cost to replace missing equipment with new.

(6) Contractor Personal Property: The contractor is advised that all personal property left on the respective installation after the date of departure of said premises, shall be sold or otherwise disposed of in accordance with 10 U.S.C. § 2575.

(i) A request for the return of the property will be honored, if feasible, and if received before the expiration of the period of time allowed to vacate the installation.

(ii) If abandoned property is left on the respective installation, contractual remedies may be enforced against the contractor, (See paragraph (b) of this clause for potential contractual remedies). Additionally, even if the contractor waives its interest to all abandoned personal property, the contractor may still be liable for all costs incurred by the USG to remove or dispose of the abandoned property.

(iii) The contractor hereby authorizes the USG authority to dispose of any and all abandoned personal property in any manner the USG may deem suitable and hereby releases and discharges the USG and its agents from any and all claims and demands whatsoever that could otherwise be asserted because of the disposition of said abandoned personal property.

(7) Synchronized Pre-deployment Operational Tracker (SPOT): The prime contractor is responsible to close out the deployment of personnel, including subcontractor employees at all tiers, at the end of the person's employment or at the end of the contract completion period and to release the personnel from the prime contractor's company information as loaded in the SPOT database. The release of employee information must be accomplished no more than 30 calendar days after the termination of their employment or the end of the contract completion date, whichever occurs sooner.

(8) Accountability of Prime and Subcontractor Personnel: Whether specifically written into the contract or not, it is the expectation of the USG that for any persons brought into the Iraq CJOA for the sole purposes of performing work on USG contracts, contract employers will return employees to their point of origin/home country once the contract is completed or their employment is terminated for any reason. On a case-by-case basis, contracting officers may approve a contract employee's request to transfer from an existing contract (as a USG prime or working as a subcontractor on an USG contract) to another USG prime contractor a USG subcontractor. In the instance of an employee leaving their current contract to be employed under another USG contract (either as a prime or subcontractor employee), the contractor losing the employee must terminate the LOA immediately, confiscate all badging, and notify MOI of the change in visa status within 24 hours of the employees termination. The receiving contractor is fully responsible for ensuring the employee has the appropriate passport and visas, badging, DD Form 93 Record of Emergency Data, and LOA in place in order for the new employee to begin work. If the prime contractor fails to re-

deploy an employee (or subcontractor employee) at any tier, or fails to confiscate badging, terminate an LOA, or visa after an employee departs to another employer, the USG shall notify the applicable U.S. Embassy to take appropriate action. If the employee has sought employment under another contract, the gaining employer will be responsible for repatriation upon termination. Failure by the prime contractor to re-deploy its' personnel, including subcontractor personnel at any tier, at the end of the contract completion date, could result in the contractor being placed on the Excluded Parties List System (EPLS) and not be allowed to propose on future USG contracts anywhere in the world.

(9) Personnel Recovery: Any DoD contractor with unaccounted for employees shall follow the instructions in the "Contractor Accountability and Personnel Recovery" Clause 952.225-18. The contractor may use the Contracting Fusion Cell as a resource to track or research employees last known location and/or to view LOA's.

(b) CENTCOM - Joint Theater Support Contracting Command (C-JTSCC) and external agencies will utilize all available contracting remedies to guarantee compliance with demobilization requirements. Such actions include, but are not limited to withholding payment, issuing a cure notice, issuing a negative Contractor Performance Assessment Reporting System (CPARS) evaluation, reduction of award fee, debarment, reimbursement of USG expenses, and/or any other legal remedy available to a contracting officer. The USG reserves the right to **withhold payment** from the prime contractor not in compliance with the above procedures included herein. Additionally, the Contracting Officer shall document all unresolved contractor compliance issues in CPARS, which shall have an adverse past performance affect on future contracts with the USG, anywhere in the world.

952.225-0018 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (IRAQ) (AUG 2011)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Iraq for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USF-I Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USF-I PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0017 entitled "Contractor Demobilization (Iraq)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the contracting officer.

952.225-0019 COMMODITY SHIPPING INSTRUCTIONS (AFGHANISTAN) (AUG 2011)

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA-A

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) **Responsibilities of the vendor carrier representative, shipping expeditor, and/or customs broker:**

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expeditor, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.

2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expeditor should be directed to the carrier or shipping agent.

3. Customs Required Documents: The carrier representative or shipping expeditor is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) **Required Customs Documents:** Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.

b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help

the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).

c. Shipping Invoices.

d. Packing Lists. Required only if the shipping invoice does not list the cargo.

e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.

f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIROA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIROA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.

h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIROA.

3. Exports: The following documentation is required for all export shipments:

a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.

b. Invoices.

c. Packing Lists. Required only if the shipping invoice does not list the cargo.

d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIROA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to "The Instruction for Customs Clearance Request (Import/Export) Operations." In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>.

(e) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

952.225-0020 – CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (AFGHANISTAN) (AUG 2011)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and

evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Contracting Fusion Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individual's Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of C-JTSCC Clause 952.225-0016 entitled "Contractor Demobilization (Afghanistan)". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

952.236-0001 ELECTRICAL AND STRUCTURAL BUILDING STANDARDS FOR CONSTRUCTION PROJECTS (AUG 2011)

(a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.

(b) The contractor, in coordination with the Contracting Officer, Base Camp Mayor, Base/Unit Engineers, and requiring activity shall evaluate, upgrade, build, and/or refurbish buildings to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality.

(c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:

- (1) "the minimum requirements of United States' National Fire Protection Association (NFPA) 70,
- (2) 2011 National Electrical Code (NEC),
- (3) American National Standards Institute (ANSI) C2, and
- (4) United States' National Electrical Safety Code (NESC).

(d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.

(e) The following internet links provide access to some of these standards:

UFC: http://www.wbdg.org/ccb/browse_cat.php?o=29&c=4

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

PSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENTCOM AREA OF RESPONSIBILITY, SUPPORT (AUG 2010)

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Emergency medical care is provided to any employee with a LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

Personnel Support: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

Billeting and government provided meals: Not available for contractors in Pakistan.

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Pakistan and transportation to and from Pakistan, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Pakistan. Contractor primary healthcare is not authorized in military treatment facilities in Pakistan. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

PSCR1-2 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)

- (a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Pakistan including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.
- (b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.
- (c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.
- (d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial

Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

- (e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.
- (f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Pakistan without approval from the senior U.S. commander in the country.

PSCR1-3 – MONTHLY CONTRACTOR CENSUS REPORTING (OCT 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.225-7995 (Deviation 2011-O0004).

PSCR1-4 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons. Contractor shall adhere to and abide by all Pakistan Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the

language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location. Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations.

Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (3) Each room shall be furnished at a minimum with the following:
 - (i) Room light.
 - (ii) One bed per individual.
 - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
 - (iv) A laundry facility or laundry service.
 - (v) Cleaning supplies.
- (4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:
 - (i) Compliance with minimum housing accommodation standards.
 - (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
 - (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employees TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled “Combating Trafficking in Persons”.

Remedies: In addition to other remedies available to the USG, the Contractors failure to comply with TIP policy may render the Contractor subject to the following:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

PSCR1-5 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employee’s written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of

conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

KSCR1-1 – ADDITIONAL INSTRUCTIONS FOR CONTRACTOR PERSONNEL WORKING IN THE USCENCOM AREA OF RESPONSIBILITY (AOR), SUPPORT (NOV 2010)

Contractor Privileges and Support: As identified in the Statement of Work (SOW) and must be authorized by the Contracting Officer in a Letter of Authorization (LOA). Every contract employee who will need an identification badge will need a SPOT-generated LOA. No personnel are authorized entry into the theater for *more than 30 days* without a SPOT-generated LOA.

Medical Treatment Available to Contractor Personnel on Base Camps: limited to resuscitative and stabilization care only. Kuwait mandatory language is in the Clause KSCR1-5, below. Emergency medical care is provided to any employee with an LOA, even when medical/dental care is not specified. Medical/dental care appears as a check box; when creating the SPOT-generated LOA, do not check the box to authorize routine medical/dental care.

Personnel Support: The contractor is responsible for all personnel support unless provided for in the Statement of Work. The Statement of Work must clearly identify all contractor personnel support that will be provided by the Government. PGI 225.7402-3 lists the support that may be authorized or required when contractor personnel are supporting U.S. operations. Some examples of support are office space, communication services, equipment, and access to dining facilities.

Billeting and government provided meals: As a general rule, not available for contractors in Kuwait. On an exception basis, contractors may be permitted to use Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

Life Support: Contractors are responsible for providing all aspects of Life Support for Contractor employees to including, but not limited to, housing and transportation within Kuwait and transportation to and from Kuwait, medical or dental care (if provided for under employee benefits). Contractors are not allowed residence on any military installation within Kuwait unless a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell. The Government will provide only resuscitative/emergency medical care to contractor employees. (Reference paragraph 6.2.7.5 (Medical Preparation) of DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces). The Contracting Officer must determine whether any contractor personnel will be required to be armed or authorized to carry weapons for self-defense.

KSCR1-2 – PROHIBITION AGAINST HUMAN TRAFFICKING, INHUMANE LIVING CONDITIONS, AND WITHHOLDING OF EMPLOYEE PASSPORTS (OCT 2011)

Trafficking in Persons (TIP): Contractor employees and subcontractor employees performing under this contract shall comply with all DOD and ASG-KUs Trafficking in Persons policies. Contractor employees are subject to prescriptions and remedies at FAR Clause 52.222-50 and the terms and conditions stated herein.

ASG-KU has adopted a more stringent policy than federal requirements regarding trafficking in persons. All Contractor employees and subcontractor employees shall be subject to FAR Clause 52.222-50, Combating Trafficking in Persons.

Contractor shall adhere to and abide by all Kuwait Labor Laws during the performance of this contract.

Registered Employee Listing: On a monthly basis, the Contractor shall provide the ACO with a listing of employee names registered with the Ministry of Social Affairs and Labor (MOSAL). Failure to provide the ACO with a list of employees registered with the MOSAL will result in the denial of installation badging privileges for Contractor employees. Furthermore, a copy of each individual's employment contract shall be available to the USG by the conclusion of the Transition Period. At a minimum, the employment contract shall be in English and the language of the employee. The Contractor shall disclose and make known to its employees the terms and conditions of employment.

For the duration of the contract, the Contractor shall ensure all wages earned (hourly, weekly, monthly, yearly), to include benefits and allowances, or any type of debt bondage arrangement in effect between the Contractor and employee, are included in each employee's contract. Contractor shall specify the compensation rate to be earned for hours in excess a normal workweek within the employment contract.

Contractor shall specify the type or description of work to be performed and the job site location.

Contractor shall provide transportation costs from country of origin to place of employment, including repatriation.

Contractor shall include a detailed description of the type of job site berthing accommodations available to the employees within the employment contract.

Contractor shall provide non-cash compensation and benefits, to include meals and accommodations. Contractor shall ensure employees have injury and sickness compensation insurance for emergency medical and dental care.

Contractor shall clearly define valid grounds for termination within the employment contract.

Contractor shall include dispute settlement provisions within the employment contract.

Housing Standards: The Contractor shall comply with the following minimum housing accommodations standards:

- (1) Housing provided to all employees shall be no less than 50 square feet per person.
- (2) Cafeteria or common use kitchen will be provided to all employees. Common use kitchens will service no more than 25 workers per kitchen.
- (3) Each room shall be furnished at a minimum with the following:
 - (i) Room light.
 - (ii) One bed per individual.
 - (iii) One storage device that can be secured; a footlocker with hasp for lock, minimum size of at least 3 cubic feet.
 - (iv) A laundry facility or laundry service.
 - (v) Cleaning supplies.
- (4) Monthly inspections of living conditions of all Contractor and subcontractor employees. A copy of the inspection report shall be provided to the ACO. The inspection report shall, at a minimum, contain the following inspection criteria:

- (i) Compliance with minimum housing accommodation standards.
- (ii) Functioning appliances and the projected time for repair for any non-functioning appliances.
- (iii) The findings of Quarterly Health and Welfare inspections on personnel and accommodations.

TIP Training: Contractor shall provide TIP training for all employees and subcontractor employees. A copy of each employee's TIP training certificate shall be provided to the PCO 30 days after the contract start date.

Contractor Shall Post: Human Trafficking Hotline Posters in English and all employee languages in all living quarters. At a minimum, the poster shall include the Contracting Commands Hotline complaint number DSN 318-430-4985 or 389-4985.

Violations: Violation of the TIP policy shall result in actions taken against the Contractor or its employees. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment at no cost to the USG.

Notification: Contractor shall inform the PCO immediately of any information received from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates TIP policies, and any actions taken against Contractor or subcontractor employees pursuant to FAR Clause entitled "Combating Trafficking in Persons".

Remedies: In addition to other remedies available to the USG, the Contractor's failure to comply with TIP policy may render the Contractor subject to the following at no cost to the USG:

- (1) Required removal of a Contractor employee or employees from the performance of the contract.
- (2) Required subcontractor termination.
- (3) Suspension of contract payments.
- (4) Loss of fee, consistent with the fee plan, for the performance period in which the USG determined Contractor non-compliance.
- (5) Termination of the contract for default or cause, in accordance with the termination clause of this contract.
- (6) Suspension or debarment.

Subcontracts: Contractor shall flow-down to its subcontracts the terms and conditions of this paragraph IAW Host Nation laws, regulatory guidance, DOD, and FAR clauses referenced herein.

KSCR1-3 – ARMING REQUIREMENTS AND PROCEDURES FOR PERSONAL SECURITY SERVICES CONTRACTORS AND FOR REQUESTS FOR PERSONAL PROTECTION (OCT 2011)

(a) **Arming of Contractors.** Contractor and its subcontractors shall, at all tiers that require arming under this contract, agree to obey all existing and future laws, regulations, orders, and directives applicable to the use of private security personnel in Kuwait, including USCENCOM and USARCENT Commander orders, instructions, and directives. Contractors will ensure that all employees, including employees at any tier of subcontracting relationships, armed under the provisions of this contract, comply with the contents of this clause and with the requirements set forth in the following:

- (1) DODI 3020.41, Contractor Personnel Authorized to Accompany the U.S. Armed Forces.
- (2) DODI 3020.50, Private Security Contractors (PSCs) Operating in Contingency Operations;
- (3) DFARS 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility (Deviation 2011 – O0004).
- (4) USCENCOM Policy Letter, Personal Protection, and Contract Security Service Arming, current version.

(b) **Required Contractor Documentation:** Contractors and their subcontractors that require arming approval shall provide the following to the ACO/COR.

(c) **Armed Contractor Employee Documentation:** Contractor shall maintain documentation on each employee who will be armed under this contract that they have received the following training:

- (1) **Weapons Qualification/Familiarization.** All employees must meet the qualification requirements established by the Department of the Army Weapons Qualification Standard or as approved by the ASG-KU Commander; Law of Armed Conflict (LOAC); Rules for the Use of Force (RUF), as defined in the ASG-KU Provost Marshal SOP and USARCENT Policy; Distinction between the above-prescribed RUF and the Rules of Engagement (ROE).
- (2) Completed DD Form 2760 (or equivalent documentation) for each armed employee, indicating that the employee is not otherwise prohibited under U.S. law from possessing the required weapon or ammunition.
- (3) One copy of a business license from the Kuwaiti Ministry.
- (4) One copy of an operating license (or a temporary operating license) from the Kuwaiti Ministry.
- (5) Records pertaining to this certification are inspectable items by the USG without notice.

(d) **Security Communications Plan.** Contractor shall provide a communications plan that, at a minimum, sets forth the Following:

- (1) Contractor's method of notifying military forces and requesting assistance where hostilities arise or combat action is needed.
- (2) How relevant threat information will be shared between Contractor security personnel and U.S. military forces.
- (3) How the Contractor shall coordinate transportation with appropriate military authorities.

(e) **Background Checks & Plan.** Contractor shall maintain and develop an acceptable plan for accomplishing background checks on all personnel who will be armed under this contract. The Contractor shall ensure all subcontracts contain provisions to this effect and shall audit any subcontractor for compliance with this provision on a regular basis, but no less than quarterly. The Contractor shall, at a minimum, perform the following:

- (1) Use one or more of the following sources when conducting the background checks: Interpol, FBI, Country of Origin Criminal Records, Country of Origin U.S. Embassy Information Request, CIA records, and/or any other records available.
- (2) Verify with ASG-KU PMO that no employee has been barred by any commander within CENTCOM.
- (3) Certify, after completing all checks, that all persons armed under this contract are not prohibited under U.S. law from possessing a weapon or ammunition.
- (4) The Contractor shall furnish verification that each employee has passed the above listed checks to the ACO and COR monthly.

(f) **Required Contractor Acknowledgements.** Contractors and their subcontractors at all tiers that require arming approval will provide written acknowledgement of the following to the PCO, ACO and COR:

(g) **Penalties for Non-Compliance.** Failure of the Contractor or subcontractor employees to comply with the laws, regulations, orders, and rules (including those specified herein) governing the use of force may result in the revocation of weapons authorization for such employees. Where appropriate, such failure may also result in the total revocation of weapons authorization for the Contractor (or subcontractor) and sanctions under the contract, including termination.

(h) **Criminal and Civil Liability.** Arming of contractor or subcontractor employees under this contract may subject the Contractor, its subcontractors, and persons employed by the same, to USG and Host Nation prosecution and civil liability. Host Nation refers to the nation or nations where services under this contract are performed.

(i) **Lapses in Training.** Failure to successfully retrain an employee who is armed under this contract within 12 months of the last training date will constitute a lapse in the employee's authorization to possess and carry the weapon. All unauthorized employees will immediately surrender their weapon to the Contractor and will remain unarmed until such time as they are retrained and the PCO, ACO, or COR determines that the retraining is sufficient.

(j) **Requirements for Individual Weapons Possession.** All employees of the Contractor and its subcontractors at all tiers who are armed under this contract must:

- (1) Possess only those Government-approved weapons and ammunition for which they are qualified.
- (2) Carry weapons ONLY when on duty or at a specific post.
- (3) Not conceal any weapons, unless specifically authorized by the ASG-KU PMO.
- (4) Carry proof of authorization to be armed. Employees not possessing such proof will be deemed unauthorized and must surrender their weapon to their employer.
- (5) Not consume any alcoholic beverage or medication that may affect the ability to execute mission while armed or within eight hours of the next work period where they will be armed.

(k) **Rules for the Use of Force (RUF).** In addition to the RUF training, the contractor and its subcontractors at all tiers shall monitor and report all activities of its armed employees that may violate the RUF. Prompt reporting demonstrates a desire by the contractor and its subcontractors to minimize the impact of any violations and, therefore, will be given favorable consideration. Violations of the RUF include, but are not limited to:

- (1) Taking a direct part in hostilities or combat actions, other than to exercise self-defense.
- (2) Failing to cooperate with Coalition and Host Nation forces.
- (3) Using deadly force, other than in self-defense where there is a reasonable belief of imminent risk of death or serious bodily harm.
- (4) Failing to use a graduated force approach.
- (5) Failing to treat the local civilians with dignity and respect.
- (6) Detaining local civilians, other than in self-defense or as reflected in the contract terms.

(l) **Retention and Review of Records.** Contractor and all subcontractors at all tiers shall maintain records on weapons training, Law of Armed Conflict (LOAC), RUF, and the screening of employees for at least six months following the expiration (or termination) of the contract. The Contractor and its subcontractors at all tiers shall make these records available to the PCO, COR, and ACO or designated representative, at no additional cost to the USG, within 72 hours of a request.

(m) **Armed Personnel Quarterly Report.** The prime contractor will report quarterly, (NLT 1 January, 1 April, 1 July, and 1 October for each quarter of the calendar year) to the PCO, COR, and ACO responsible for this contract, and any other organization designated by the PCO, COR, and ACO, the following information under this contract:

- (1) The total number of armed civilians and contractors.
- (2) The names and contact information of its subcontractors at all tiers.
- (3) A general assessment of the threat conditions, adequacy of force numbers, and any problems that might require a change to force levels. Note: This information is in addition to the information the contractor promises to immediately provide under the Communications Plan.
- (4) Contractors shall provide an initial report of all weapons firing incidents to the Provost Marshal (PM) and shall submit a written report to a PM within 48 hours.
- (5) The initial report shall include the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. A

follow-up, comprehensive written report of events surrounding the firing of weapons will be provided to the PM within 24 hours. Reports shall be submitted to the PMO Operations Section (or as otherwise directed).

(6) Contractors shall also provide first aid and request MEDEVAC of injured persons, and remain available for USARCENT response forces based upon the situation. In the event contractor personnel are detained by USG or USARCENT Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the Contractors name, the contract number, a POC in the Contractor management, and the phone number of the PM.

KSCRI-4 – ARMED PERSONNEL INCIDENT REPORTS (AUG 2010)

(a) All contractors and subcontractors supporting ARCENT in the Kuwait area of operations shall comply with and shall ensure that their personnel are familiar with and comply with all applicable orders, directives, and instructions issued by the respective Commanders relating to force protection and safety.

(b) Contractors shall immediately report all incidents and use of weapons through their Contracting Officers Representative (CORs) who will notify the Contracting Officer. Contracting Officers are responsible to notify the PARC-SWA DSN: 318-430-5926. Information should include: the name of the company, where the incident occurred, time when the incident occurred, a brief description of the events leading up to the incident, and a point of contact for the company. The PARC-SWA in coordination with the JOC will issue guidance for further reporting requirements.

(c) Contractors shall provide first aid and request MEDEVAC of injured persons, and remain available for U.S. or Coalition response forces, based upon the situation. In the event contractor personnel are detained by U.S. or Coalition Forces, prolonged detention due to lack of proper identification can be alleviated by contractor personnel possessing on their person information that includes the contractor's name, the contract number, a contractor management POC, and the phone number of the CONOC/JOC Watch.

KSCRI-5 – FITNESS FOR DUTY AND MEDICAL CARE LIMITATIONS (AUG 2011)

(a) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit. Contractor personnel who deploy for multiple tours, for more than 12 months total must be re-evaluated for fitness to deploy. An examination will remain valid for 15 months from the date of the physical. The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information and requirement in all subcontracts with performance in the theater of operations.

(b) The contractor shall not deploy an individual with any of the following conditions unless approved by the appropriate CENTCOM Service Component (ie. ARCENT, AFCENT, etc.) Surgeon: Conditions which prevent the wear of personal protective equipment, including protective mask, ballistic helmet, body armor, and chemical/biological protective garments; conditions which prohibit required theater immunizations or medications; conditions or current medical treatment or medications that contraindicate or preclude the use of chemical and biological protective's and antidotes; diabetes mellitus, Type I or II, on pharmacological therapy; symptomatic coronary artery disease, or with myocardial infarction within one year prior to deployment, or within six months of coronary artery bypass graft, coronary artery angioplasty, or stenting; morbid obesity (BMI \geq 40%); dysrhythmias or arrhythmias, either symptomatic or requiring medical or electrophysiological control; uncontrolled hypertension, current heart failure, or automatic implantable defibrillator; therapeutic anticoagulation; malignancy, newly diagnosed or under current treatment, or recently diagnosed/treated and requiring frequent subspecialist surveillance, examination, and/or laboratory testing; dental or oral conditions requiring or likely to require urgent dental care within six months' time, active orthodontic care, conditions requiring prosthodontic care, conditions with immediate restorative dentistry needs, conditions with a current requirement for oral-maxillofacial surgery; new onset ($<$ 1 year) seizure disorder, or seizure within one year prior to deployment; history of heat stroke; Meniere's Disease or other vertiginous/motion sickness disorder, unless well controlled on medications available in theater; recurrent syncope, ataxias, new diagnosis ($<$ 1 year) of mood disorder, thought disorder, anxiety, somatoform, or dissociative disorder,

or personality disorder with mood or thought manifestations; unrepaired hernia; tracheostomy or aphonia; renalithiasis, current; active tuberculosis; pregnancy; unclosed surgical defect, such as external fixer placement; requirement for medical devices using AC power; HIV antibody positivity; psychotic and bipolar disorders. (Reference: Mod 10 to USCENTCOM Individual Protection and Individual/Unit Deployment Policy, PPG-Tab A: Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR).

(c) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09-1038, DoD PGI 225.74), resuscitative care, stabilization, hospitalization at Level III (emergency) military treatment facilities and assistance with patient movement in emergencies where loss of life, limb or eyesight could occur will be provided. Hospitalization will be limited to emergency stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system. Subject to availability at the time of need, a medical treatment facility may provide reimbursable treatment for emergency medical or dental care such as broken bones, lacerations, broken teeth or lost fillings.

(d) Routine and primary medical care is not authorized. Pharmaceutical services are not authorized for routine or known, routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized.

(e) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or transportation rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website: <http://comptroller.defense.gov/rates/fy2012.html> (change fiscal year as applicable).

KSCR1-6 – COMPLIANCE WITH LAWS AND REGULATIONS (AUG 2010)

(a) The Contractor shall comply with, and shall ensure that its employees and its subcontractors and their employees, at all tiers, are aware of and obey all U.S. and Host Nation laws, Federal or DoD regulations, and Central Command orders and directives applicable to personnel in Kuwait including but not limited to USCENTCOM, Multi-National Force and Multi-National Corps operations and fragmentary orders, instructions, policies and directives.

(b) Contractor employees shall particularly note all laws, regulations, policies, and orders restricting authority to carry firearms, rules for the use of force, and prohibiting sexual or aggravated assault. Contractor employees are subject to General Orders Number 1, as modified from time to time, including without limitation, their prohibition on privately owned firearms, alcohol, drugs, war souvenirs, pornography and photographing detainees, human casualties or military security measures.

(c) Contractor employees may be ordered removed from secure military installations or the theater of operations by order of the senior military commander of the battle space for acts that disrupt good order and discipline or violate applicable laws, regulations, orders, instructions, policies, or directives. Contractors shall immediately comply with any such order to remove its contractor employee.

(d) Contractor employees performing in the USCENTCOM Area of Responsibility (AOR) may be subject to the jurisdiction of overlapping criminal codes, including, but not limited to, the Military Extraterritorial Jurisdiction Act (18 U.S.C. Sec. 3261, et al) (MEJA), the Uniform Code of Military Justice (10 U.S.C. Sec. 801, et al)(UCMJ), and the laws of the Host Nation. Non-US citizens may also be subject to the laws of their home country while performing in the USCENTCOM AOR. Contractor employee status in these overlapping criminal jurisdictions may be modified from time to time by the United States, the Host Nation, or by applicable status of forces agreements.

(e) Under MEJA, a person who engages in felony misconduct outside the United States while employed by or accompanying the Armed Forces is subject to arrest, removal and prosecution in United States federal courts. Under the UCMJ, a person serving with or accompanying the Armed Forces in the field during a declared war or contingency operation may be disciplined for a criminal offense, including by referral of charges to a General Court

Martial. Contractor employees may be ordered into confinement or placed under conditions that restrict movement within the AOR or administratively attached to a military command pending resolution of a criminal investigation.

(f) Contractors shall immediately notify military law enforcement and the Contracting Officer if they suspect an employee has committed an offense. Contractors shall take any and all reasonable and necessary measures to secure the presence of an employee suspected of a serious felony offense. Contractors shall not knowingly facilitate the departure of an employee suspected of a serious felony offense or violating the Rules for the Use of Force to depart Kuwait without approval from the senior U.S. commander in the country.

KSCR1-7 – MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2011)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

- (1) The total number (prime and subcontractors at all tiers) employees.
- (2) The total number (prime and subcontractors at all tiers) of U.S. citizens.
- (3) The total number (prime and subcontractors at all tiers) of local nationals (LN).
- (4) The total number (prime and subcontractors at all tiers) of third-country nationals (TCN).
- (5) Name of province in which the work was performed.
- (6) The names of all company employees who enter and update employee data in the Synchronized Predeployment & Operational Tracker (SPOT) IAW DFARS 252.225-7040 or DFARS 252.22.-7995 (Deviation 2011-O0004).

KSCR1-8 – CONTRACT DELIVERY, TRANSPORTATION AND CUSTOMS REQUIREMENTS (AUG 2010)

(a) **CONTRACTOR DELIVERY LOCATION:** _____

(b) **POINT OF CONTACT RESPONSIBLE FOR INSPECTION AND ACCEPTANCE:**

NAME: _____

PHONE NO: _____

EMAIL: _____

(c) **FINAL DELIVERY DESTINATION:** _____

(d) **POINT OF CONTACT AT FINAL DESTINATION:** _____

NAME: _____

PHONE NO. _____

EMAIL: _____

(e) **SHIPPING METHOD:** Shipments arriving by express couriers DHL, FedEx, or UPS are processed using AK 302-1 Form, prepared by the express courier and given to the customer for signature. The signed form is then brought to the HNAC office for clearance through the KGAC. No AWB is required, only the signed AK form.

(f) **KUWAIT CUSTOMS CLEARANCE:** Required to ensure smooth transfer of goods between the U.S. Army in Kuwait and the General Administration of Customs (KGAC) of the State of Kuwait under the Defense Cooperation Agreement (DCA). Customs procedures will address import and export of all cargo to and from the U.S. Army, Navy, Air Force and Marines by Air, Land or Sea.

CUSTOMS POINT OF CONTACTS:

DHA Customs Office
Bldg 216 room 104
Camp Arifjan-Kuwait
Office: DSN 011-965-2-389-2417 or 5978

(g) **Custom Exempt Contract:** The Contractor shall furnish to the Contracting Officer, just prior to completion of this contract, a consolidated inventory of all excess supplies, materials, and equipment imported duty free for use under this contract. The Contractor shall either pay required duties on the excesses, re-export the excesses, or the excesses shall become the property of the Government.

(h) **Contractor Transportation:** All materials and equipment which are not to be incorporated into the project, such as office trailers, cranes, metal forms, etc., may be shipped free of duty, if the following actions are taken:

(1) **Shipments of Materials:** All shipments of materials into the country for use in performance of work under this contract and supplies or services necessary for support of the Contractor's personnel shall be addressed to the shipping address furnished to the Contractor by the Contracting Officer. Address will be furnished upon request by the Contractor.

(2) **Contractor's Responsibilities:** The Contractor shall be responsible for all customs clearance actions. All necessary arrangements, clearance procedures, and coordination with the Host Government customs, will be the sole responsibility of the Contractor. The Contractor shall submit to the Contracting Officer, with a cover letter, information copies of the shipping documents for the shipment(s) involved. As a minimum, the following shall be included as enclosures, with the cover letter to the Contracting Officer in three (3) copies:

- (i) Invoice. (Include a copy in Arabic)
- (ii) Bill of Lading.
- (iii) Certificate of Origin.
- (iv) Statement on the cover letter as to Port of Customs Clearance, estimated arrival date, general description of the shipment, quantity and the name of the carrier.
- (v) Serial number or model number of shipment items.

(3) **Physical Handling of Materials:** The Contractor shall be responsible for performance of all loading, unloading, transportation or other physical handling of materials as may be required, including all movement from carrier unloading site to delivery at the job site and all movement required at the customs area.

KSCR1-9 – SHIPPING INSTRUCTIONS FOR WEAPONS (AUG 2010)

- (a) All weapons shall be shipped with a complete serial number manifest that is included with the shipping documents (inventory, bill of lading, etc.).
- (b) All individual boxes or crates shall be numbered and correspond to a list annotated on the serial number manifest.
- (c) Each individual box or crate shall have a packing list both inside and outside the box. That packing list shall contain a list of the contents and the serial numbers for the weapons in that box or crate.
- (d) The contract number shall be listed on all serial number manifests and packing lists. All serial numbers shall be unique and non-recurring in any previous or future shipments. Shipments received with recurring serial numbers will not be accepted by the U.S. Government, and the contractor will be required to return the shipment at his own expense and replace with new weapons having non-recurring serial numbers.

KSCR1-10 – MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR THIRD COUNTRY NATIONALS OR LOCALLY HIRED EMPLOYEES (OCT 2011)

(a) Contractors, and subcontractors at any tier shall ensure and provide satisfactory evidence that all locally hired employees, including Local National (LN), Third Country National (TCN), and U.S. employees, working on bases have been screened for and do not currently have active tuberculosis (TB).

(1) Contractors may initially utilize a testing method of either a chest x-ray or TB skin test (TST), depending on the originating country a contracted employee.

(i) Chest x-rays (CXR's), symptom survey, and BMI shall be taken, and TSTs administered within 12 months prior to the start of deployment/employment. Contractors are required to bring in a physical copy of the pre-employment CXR film as it is the only way to verify interval changes should an active case of TB occur.

(A) Third Country Nationals (TCNs) and Local Nationals (LNs) cannot be screened with the TST. They need the pre-employment screening with a quality CXR, Body Mass Index (BMI) and symptom survey.

(B) Small-Risk Nationals (SRNs), those with less than 25 TB cases per 100,000 persons annually (mostly expats from Europe and US), can be screened via the TST.

(ii) Annual re-screening for TCNs, and LNs will be performed with a CXR conducted by the Contractors medical provider or local economy provider, who will look for interval changes from prior CXR's and review any changes in the symptom survey.

(iii) SRN's do not require annual TB re-screening. However, for a TB contact investigation, a TST or Interferon Gamma Release Assay (IGRA) is required.

(iv) For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history, BMI, and CXR. All cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) physician and/or TB Consultant as soon as possible. TB reporting is required within 24 hours to the PM POC. Contact tracing, and medical coding have specific requirements. All Small-Risk National (SRN) contract personnel are required to be MEDEVAC'd out of theater, at the contractor's expense, for treatment of active TB, after consultation with the Theater PM or TB Consultant. For SRN personnel, the contractor is responsible for management and compliance with all prescribed public health actions.

(v) Screening may be performed either by a licensed medical provider from the local economy or by the contractors' licensed medical staffs. Contractors shall maintain medical screening documentation and make it available to the Contracting Officer upon request.

(2) TB screening and documentation is a requirement prior to receiving badges to work in Kuwait. A copy of the TB screening documentation shall be provided to the Contracting Officer and the COR prior to issuance of base access badges.

(b) Contractor employees, including subcontractors at any tier, who work in positions where they are working in food service, water and ice production facilities, shall have current Typhoid and Hepatitis "A" (full series) immunizations in accordance with the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years), in addition to the required TB tests. The contractor medical provider must complete a pre-placement examination to include a stool sample test for ova and parasites, and annual medical screening form or equivalent for food service, ice and water production workers.

(c) Proof of individual employee vaccinations shall be provided to the Contracting Officer and COR showing that their employees and their subcontractor employees at any tier have received the above vaccinations. The contractor shall maintain their employees' vaccination records for examination by the Contracting Officer. The contractor shall ensure that their subcontractors at any tier maintain their respective employees' vaccination records for examination by the Contracting Officer.

(d) The contractor is responsible for management and compliance with all prescribed public health actions regarding TB in the contracted personnel. The contractor also bears the responsibility of ensuring that adequate health management for TB (screening/diagnosis/treatment/isolation) is available at the contractor's chosen health care provider for their contracted and subcontracted personnel.

NOTE: Contractors are reminded of the requirement to comply with their contract and all regulatory guidance (DoD Instructions/Regulations, Federal Acquisition Regulation/Defense Federal Acquisition Regulation Supplement, and FRAGO's) as applicable regarding Medical Screening and Vaccination Requirements

List of Immunizations and Vaccinations: Required for entry into Kuwait and those recommended by medical authorities upon contract award can be found at the CRC website identified below. The document entitled Civilian Medical Processing is provided for guidance and situational awareness. Contractor employees shall be immunized or vaccinated to meet the requirements established by the Theater's Command Surgeon. Contractors shall immediately replace any employee who refuses any required immunization or vaccination at the Contractor's expense. Additional information can be provided by visiting the CONUS Replacement Center (CRC) website at www.benning.army.mil/CRC.

KSCR1-11 – GOVERNMENT FURNISHED CONTRACTOR SUPPORT (NOV 2010)

The following is a summary of the type of support the Government will provide the contractor, on an "as-available" basis. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence.

U.S. Citizens Accompanying the Force

- | | |
|--|---|
| <input checked="" type="checkbox"/> APO/FPO/MPO/Postal Services | <input checked="" type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input checked="" type="checkbox"/> MILAIR |
| <input checked="" type="checkbox"/> MWR | <input checked="" type="checkbox"/> Transportation |
| <input checked="" type="checkbox"/> Resuscitative Care | <input checked="" type="checkbox"/> Mil Issue Equip |
| <input checked="" type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input checked="" type="checkbox"/> Military Banking (Finance/Eagle Cash) |
| <input checked="" type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Dependents Authorized | <input checked="" type="checkbox"/> Military Exchange |
| <input checked="" type="checkbox"/> Telephone Service | <input checked="" type="checkbox"/> Keys to GFE |
| <input checked="" type="checkbox"/> Utilities | <input checked="" type="checkbox"/> Technical Training |
| <input type="checkbox"/> None | <input type="checkbox"/> All |

Third-Country National (TCN) Employees

- | | |
|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> MWR | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash) |
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange |
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> All |

Local National (LN) Employees

- | | |
|---|--|
| <input type="checkbox"/> APO/FPO/MPO/Postal Services | <input type="checkbox"/> DFACs(Access Only – Contractors Must Pay For Meals) |
| <input type="checkbox"/> Authorized Weapon | <input type="checkbox"/> MILAIR |
| <input type="checkbox"/> MWR | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> Resuscitative Care | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Controlled Access Card (CAC)/ID Card | <input type="checkbox"/> Military Banking (Finance/Eagle Cash) |

- | | |
|--|--|
| <input type="checkbox"/> Commissary | <input type="checkbox"/> Military Clothing |
| <input type="checkbox"/> Dependents Authorized | <input type="checkbox"/> Military Exchange |
| <input checked="" type="checkbox"/> None | <input type="checkbox"/> All |

NOTES: Government Furnished Contractor Support, Continued.

(1) Billeting. As a general rule, billeting is not available for contractors in Kuwait. On an exception basis, contractors may be permitted Government Billeting if a critical need by the Government exists and approval is granted by the Base Commander as recommended by the Base Mayor's Cell.

(2) Fuel. There are no government provided fuel services in Kuwait. Contractors must obtain these services from the local community.

(3) Dining facilities (DFAC's) are available and authorized for contractor use. Contractor employees choosing to consume their meals at the DFACs shall be required to pay the established meal rates for all meals consumed.

(4) Medical Services: The USG will furnish emergency medical and rescue services in the case of life threatening injury to Contractor personnel IAW the terms and conditions of the contract.

(5) Contractor use of Army Post Office (APO): In accordance with DoD Postal Manual 4526.6-M, contractors providing goods and services in support of DoD activities may be authorized use of the Military Postal Service. The Contractor is authorized the use of postal services provided by the APO within the ASG-KU AOR for contract-related activities only. This authority extends to the Contractor's U.S. citizen employees and sponsored family members for personal mail usage. Postal support is limited to the country of Kuwait. This authority flows down to subcontractors that are U.S.-owned and controlled companies and support the same mission as the prime contractor.

(6) Trash Removal: The contractor shall obey all Kuwait and U.S. laws regarding secondary containment, environmental training, and proper disposal of HAZMAT, debris, or refuse from the installation. The contractor shall dump waste in a Kuwait Government approved site and comply with Kuwait environmental laws.

KSCR1-12 – MILITARY EXTRATERRITORIAL JURISDICTION ACT (AUG 2010)

Military Extra Territorial Jurisdiction Action (MEJA) (18 USC 3261-3267). Per the MEJA Act, following notification of contract award, the Contractor and all subcontractors at any tier shall provide the required notification to all employees. The Contractor shall report compliance with this clause to the Contracting Officer following contract award and upon request. The Contractor shall respond to requests for reports on compliance with this clause in the manner and with such content as is specified by the Contracting Officer at no further cost to the Government. The contractor, and all subcontractors at any tier, is responsible for providing each employee with the below notification by actions sufficient to ensure all employees have received and understood the notification by actions including, but not limited to, providing the notification and obtaining a written acknowledgement of the notification by each employee, posting the notification in a conspicuous place frequented by employees, as well as including the below notice in employee manuals or employment information. Employees who are not literate (who cannot read) shall have this notification read to them in a language understood by such employee. The below notification will be provided during employee training and any briefings provided to contractors employees and subcontractor employees at any tier no later than ten days after employment for this contract or arrival in the foreign country in which they will be assigned, employed by or accompanying the US Armed Forces, or residing as a dependent. The contractor shall maintain a copy of each employee's written acknowledgement of receipt of the notification and shall provide the same upon request by the Contracting Officer. The contractor shall comply with all notification requirements of DoD Instruction 5525.11, Criminal Jurisdiction over Civilians Employed By or Accompanying the Armed Forces outside the United States, Certain Service Members, and Former Service Members. In the event of conflict between DoDI 5525.11 or any applicable U.S. military regulations, DoDI 5525.11 and/or applicable U.S. military regulations or orders will control over this clause. The notification referenced above is as follows: Notification: Under the Military Extraterritorial Jurisdiction Act (MEJA) (18 USC 3261-3267), persons employed by

or accompanying the U.S. Armed Forces outside the United States are potentially subject to prosecution for certain criminal acts, including such acts occurring outside the United States. MEJA applies only to those crimes punishable by imprisonment for more than one year if committed within United States jurisdiction. The law applies to individuals accompanying a contractor for the US Armed Forces, which may include a dependent of a DOD contractor or subcontractor employee. This law authorizes DOD law enforcement personnel to arrest suspected offenders in accordance with applicable international agreements and specifies procedures for the removal of accused individuals to the US. It also authorizes pretrial detention and the appointment of counsel for accused individuals. See Army Field Manual 3-100.21, Contractors on the Battlefield, and DoD Instruction 5525.11, Criminal Jurisdiction Over Civilians Employed By or Accompanying the Armed Forces Outside the United States, Certain Service Members, and Former Service Members.

NOTE: Also see KSCR1-6, paragraphs (d), (e) & (f).

KSCR1-13 – INSTALLATION SECURITY/ACCESS/BADGING REQUIREMENTS (AUG 2010)

(a) Badging and access requirements for Army Posts in Kuwait will require coordination with the Contracting Officer or the Contracting Officer Representative (COR) responsible for contract oversight at applicable location.

(1) To obtain entry to Camp Arifjan, Contractors must contact the Badging Office at 965-2389-1525 for forms, procedures and instructions.

(2) New passes are obtained at ECP 1 (TCN Gate) on Camp Arifjan. Renewals and upgrades are handled at the Provost Marshal Office Bldg 159 located on Camp Arifjan. The ECP 1 Badging Office provides support from 0700 to 1600 and 1900 to 0400 Daily.

(b) Contractors are advised that badging for citizens/residents of certain countries is restricted or unavailable. Contractors must contact the Badging Office to obtain a list of restricted countries and any applicable waiver processes.

(c) Contractor shall adhere to all Physical Security requirements for all areas of performance under this contract IAW Army Regulation 190 series. The Contractor shall comply with the ASG-KU Commands directed vetting/badging policies for all personnel.

(d) Special Instructions for Compound Pass access procedures per ASG-KU-PMO:

The contractor shall obtain temporary installation access passes through the Contracting Officer or the Contracting Officer's Representative (COR). The contractor shall allow a minimum of 5 working days to process passes through the Pass and ID section. To obtain temporary passes; the contractor must submit a copy of the Civil ID with a level 18 working code for each worker, a copy of the workers' passport showing the Kuwait visa, and a completed Pass Request Form. The above-mentioned form can be obtained at the Pass and ID Section. Additionally, the contractor must identify all the workers' sponsors and have an individual letter for each applicant from their sponsor authorizing their employees to work for the contractor and accepting responsibility. It is the responsibility of the Contractor to screen employees for countries of concern. Citizens of the countries below are prohibited access to the installation unless granted an exception by the ASG-KU Commander. For each exception to policy, a name-check with the U.S. Embassy and a Kuwait KMOD/KMOI Background Investigation will be conducted and kept on file at the ASG-KU PMO Installation Access Office.

- (1) Cuba
- (2) Iran
- (3) Iraq
- (4) Libya
- (5) Democratic People's Republic of Korea
- (6) Sudan
- (7) Syria

Citizens of the countries listed below are permitted to apply for installation access; however a name-check with the U.S. Embassy must be conducted in addition to the routine KMOD/KMOI Background Investigation.

- (1) Russia
- (2) People's Republic of China
- (3) Socialist Republic of Vietnam

KSCRI-14 – SPECIAL REQUIREMENTS FOR SECURITY/ACCESS ON AIR FORCE BASES IN KUWAIT (AUG 2010)

SECURITY & ACCESS:

- (a) The contractor shall follow security procedures and instructions applicable to Ali Al Salem AB, Kuwait. Contractor personnel working on Ali Al Salem Air Base shall hold a current Kuwait Pass necessary to gain access to the front Gate. The U.S. shall not be liable for delays caused by inaccessibility through the Kuwaiti Gate.
- (b) The contractor shall submit pass request applications to the Contracting Officer within 3 calendar days after receipt of "Notice of Contract Award." The pass request applications require coordination with the Host Nation Liaison. The U.S. Air Force shall not be liable for delays resulting from Kuwaiti pass coordination/approval. Contractor shall be liable for completing all requirements within the specified time frames. No extensions on work will be granted due to delays from Kuwaiti pass coordination/approval. Upon completion the pass request letters shall be returned to the contractor for coordination with the Kuwait Air Force Security Office.
- (c) The contractor is also required to complete Installation Access Applications for all employees entering Ali Al Salem Air Base. Once the application is complete all contractor employees must then register within the Defense Biometric Identification System (DBIDS) and receive a DBIDS badge.
- (d) The work site is located in a restricted or controlled area. The contractor may therefore experience delays due to compliance with entrance/exit requirements of restricted/controlled areas. The maximum amount of delay should not exceed four (4) hours per occurrence.
- (e) The Host Nation base will not grant access for individuals of the following nationalities: Iranian, Iraqi, Cuban, Libyan, Syrian, Sudanese, Jordanian, Palestinian, and North Korean.
There are two passes that are required for access to Air Force installations in Kuwait:

- (1) The first pass that is required is the DBIDS badge. An application shall be completed for this badge. Once the completed application is received, contractor will be able to go to the DBIDS trailer at the gate and get your biometrics taken. The results of the biometrics scan takes three days. After these three days, contractor may come pick up DBIDS badge.
- (2) The second pass that is required is a temporary pass from the Kuwaitis. Each person on the admissions pass must have copies of their Civil ID cards attached to the document. Each person on the short term vehicle pass must have a copy of their Civil ID cards, vehicle registration, and driver's license. The short term passes are only good for five days, but I would recommend that you submit your information for this pass as soon as possible since these can be difficult to obtain at times. Both the admissions and vehicle temporary passes must have both English and Arabic versions submitted. I have also attached the most current instructions on how to complete these temporary pass applications. NOTE: All date formats have to be YYYY/MONTH/DAY. Also, these passes must be typed.

DBIDS Processing Instructions for 386 ECONS Contractors:

STEP ONE: Obtain a copy of the Installation Access Application (IAA) from the Ali Al Salem Air Base Contracting Office (386 ECONS).

STEP TWO: Ensure sections 1, 2, 3, 4, 9, 11, and 12 are completed with the appropriate information. Once you have accurately completed the IAA, submit the completed form to the 386 ECONS. Ensure that each application has the required backup documentation (see section 10 of the IAA, Verifying Documents Attached section). At a minimum each IAA should have:

- (1) Copy of the passport (photo, data, and residency pages)
- (2) Copy of the civil ID (front and back)
- (3) Entry Visa with entry stamp (if applicable)
- (4) Original sponsor letter (in English ONLY)
- (5) Copy of the driver's license

STEP THREE: Once you have submitted the completed form to the 386 ECONS, your representative within the 386 ECONS will complete sections 5, 6, and 7.

STEP FOUR: The 386 ECONS will submit the completed IAA to the DBIDS office. You will then be notified by the 386 ECONS that the IAA is in the DBIDS office. At this time you can report to the DBIDS office (located at the Fox 1/"Ringmaster" entrance of Ali Al Salem Air Base) for the submission of your biometric information.

All 386 ECONS contractors who have submitted IAAs can report to the DBIDS office Monday through Saturday from 1500 to 1630.

STEP FIVE: Visitor awaits receipt of DBIDS badge.

KSCR1-15 – PREVENTION OF SEXUAL HARASSMENT TRAINING (AUG 2010)

(a) Definitions. As used in this policy –

“Sexual Assault” means –

A crime defined as intentional sexual contact, characterized by use of force, physical threat or abuse of authority or when the victim does not or cannot consent. Sexual assault includes rape, nonconsensual sodomy (oral or anal sex), indecent assault (unwanted, inappropriate sexual contact or fondling), or attempts to commit these acts. Sexual assault can occur without regard to gender or spousal relationship or age of victim. “Consent” will not be deemed or construed to mean the failure by the victim to offer physical resistance. Consent is not given when a person uses force, threat of force, or coercion or when the victim is asleep, incapacitated, or unconscious.

“Sexual Harassment” means –

Gender discrimination that involves unwelcomed sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature between the same or opposite sex genders when such conduct has the purpose or effect of unreasonably interfering with an individual’s work performance or creates an intimidating, hostile, or offensive working environment. Categories of sexual harassment are:

- (1) Verbal – Examples include telling sexual jokes; using sexually explicit profanity, threats, sexually oriented cadences, or sexual comments; whistling in a sexually suggestive manner; and describing certain attributes of one’s physical appearance in a sexual manner.
- (2) Nonverbal – Examples include staring at someone, blowing kisses, winking, or licking one’s lips in a suggestive manner. The term may also include printed material (for example, displaying sexually oriented pictures or cartoons); using sexually oriented screen savers on one’s computer; or sending sexually oriented notes, letters, faxes or email.

(3) Physical Contact – Examples include touching, patting, pinching, bumping, grabbing, cornering, or blocking a passageway; kissing; and providing unsolicited back or neck rubs.

(b) Policy. The Department of Defense has adopted a policy to prevent sexual assault and sexual harassment.

(c) Contractors and contractor employees in the Army Central Command (ARCENT) Area of Responsibility (AOR) shall not –

(1) Commit acts of sexual assault against any person on any camp, post, installation, or other United States enclave within the ARCENT AOR; or

(2) Sexually harass any person on any camp, post, installation, or other United States enclave within the ARCENT AOR.

(d) Contractor requirements. The Contractor shall –

(1) Notify its employees of:

(i) The Department of Defenses' policy described in paragraph (b); and

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment;

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b); and

(3) Annually train all employees to prevent sexual assault and sexual harassment. This training must, at a minimum, ensure that all contractor employees understanding the definitions outlined in paragraph (a) and the policy in paragraph (b). Each employee's compliance with this training requirement shall be reported to the Contracting Officer's Representative prior to the employee being allowed access to the worksite.

(e) Notification. The Contractor shall inform the Contracting Officer immediately of –

(1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this policy.

(f) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this policy may result in –

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(g) Subcontracts. The Contractor shall include the substance of this policy, including this paragraph (g), in all subcontracts.

(h) **Mitigating Factor.** The Contracting Officer may consider whether the Contractor had a Sexual Assault Prevention and Response training program at the time of the violation as a mitigating factor when determining remedies. Additional information about Sexual Assault Prevention and Response training programs can be found at the Department of Defense Sexual Assault Prevention and Response Home Page, <http://www.sapr.mil>.

KSCRI-16 – PAYMENT IN LOCAL CURRENCY (NOV 2010)

Currency: Payments made against this contract will be paid in local currency (Kuwait Dinar) if awarded to a non U.S. vendor. If contract award has been made to a U.S. contractor, payment will be made in U.S. currency (dollars). Payments shall be made via Electronic Funds Transfer (EFT), unless circumstances beyond a contractor's control prevent this.

KSCRI-17 – SPONSORSHIP REQUIREMENTS (AUG 2010)

Sponsorship: The Contractor shall obtain local sponsorship as required for all personnel for the purpose of providing in-country legal representation, work visas and resolution of other personal business or domestic matters, in compliance with host nation labor laws.

Passports, Visa and Customs: The Contractor is responsible for identifying and obtaining all passports, visas, or other documents necessary to enter and/or exit any areas necessary for performance. All Contractor employees shall be subject to the customs, processing procedures, laws, and duties of Kuwait, and the procedures, laws, and duties of the United States upon re-entry. Contractors are required to register all personnel with the appropriate U.S. Embassy or Consulate.

KSCRI-18 – CONTRACTOR MANPOWER REPORTING (OCT 2011)

Contractor Manpower Reporting: The Office of the Assistant Secretary of the Army (Manpower & Reserve Affairs) operates and maintains a secure Army data collection site where the contractor shall report ALL contractor manpower (including subcontractor manpower) required for performance of this contract. The contractor is required to completely fill in all the information in the format using the following web address <https://cmra.army.mil/login.aspx>

The required information includes:

- (1) Contracting Office, Contracting Officer, Administrative Contracting Officer;
- (2) Contract Number;
- (3) Beginning and ending dates covered by reporting period;
- (4) Contractor name, address, phone number, email address, identify of contractor employee entering data;
- (5) Estimated direct labor hours (including sub-contractors);
- (6) Estimated direct labor dollars (including sub-contractors);
- (7) Total payments (including sub-contractors);
- (8) Predominant Federal Service Code (FSC) reflecting services provided by contractor (and separate predominant FSC for each sub-contractor, if different);
- (9) Estimated data collections cost;
- (10) Organizational title associated with the Unit Identification Code (UIC) for the Army Requiring Activity (the Army Requiring Activity is responsible for providing the contractor with its UIC for the purposes of reporting this information);
- (11) Locations where contractor and subcontractor perform the work (specified by zip code in the United States or nearest city, country when in an overseas location, using standardized nomenclature provided on website);
- (12) Presence of deployment or contingency contract language; and
- (13) Number of contractor and sub-contractor employees deployed in theater during this reporting period (by country).

As part of its submission, the contractor will also provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period will be the period of performance not to exceed 12 months ending September 30 of each calendar year. Contractors may use a direct XML data transfer to the data base server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a contractor's systems to the secure web site without the need for separate data entries for each required data element at the web site. The specific formats for the XML direct transfer may be downloaded from the web site. The Contractor shall NOT mark any data provided to the USG under this contract as proprietary; this includes records, files, memoranda, reports, listings, SOPs, plans, programs, studies, tests, property listings, etc., or any other data acquired or produced by the Contractor in support of this contract. Further, IAW with DFARS 252.227-7013, the Government shall have unlimited rights to all technical data produced or obtained by the Contractor under the terms of this contract. As such, the Contractor shall not place proprietary markings on any documents to which the Government has unlimited rights.

KSCR1-19 – SPECIAL REQUIREMENTS FOR CONSTRUCTION AND FACILITY ASSOCIATED WORK ON MILITARY INSTALLATIONS IN KUWAIT (OCT 2011)

Contractor Liaison with Host Government: All communication by the Contractor with all officials, Representatives and/or offices of the Host Government in all matters pertaining to the design or construction of this contract, shall be through and in full liaison with the Contracting Officer. This does not relinquish Contractor responsibility for obtaining routine items to conduct day-to-day business, such as visas, permits, and custom clearances.

Kuwait Ministry of Defense (KMOD) Letter of Authorization: An offeror must provide a copy of the offeror's KMOD construction authorization letter stamped by the Military Engineering Projects Office along with an original certified English translation. If the KMOD construction authorization letter being submitted is due for renewal within 30 days of proposal submission, the offeror involved should describe the procedure by which it intends to obtain renewal of that authorization letter.

Use of Existing Roads as Haul Routes: The Contractor shall be responsible for coordinating with the Host Nation Government and the base authorities for use of any existing roads as haul routes. Construction, and routing of new haul roads, and/or upgrading of existing roads to carry anticipated construction traffic shall be coordinated with the Host Nation and Base authorities and is the sole responsibility of the Contractor.

Compliance with Kuwait Rules and Customs for Access to Restricted Areas within Kuwait: The laws of Host Country may prohibit access to certain areas of the country which are under military control. The Contractor shall furnish the Contracting Officer the names of personnel, type, and amounts of equipment, dates and length of time required at the site, and the purpose of entering the host country. It is understood that areas to which rights of entry are provided by the Host Government are to be used only for work carried out under the contract and no destruction or damages shall be caused, except through normal usage, without concurrence of the Host Government.

Contractor's Responsibilities: The following items are the sole responsibility of the Contractor to investigate, estimate as to cost, and assume the risk, as normally encountered by Contractors. The Contractor shall be responsible for determining the effect of the following on his own cost of performance of the contract and for including sufficient amount in the contract price:

- (1) Official language and type of accounts required to satisfy the officials of the Local Government.
- (2) Entry and exit visas, residence permits, and residence laws applicable to aliens. This includes any special requirements of the Host Government, including those required by local Labor Offices, which the Contractor may have to fulfill before an application for a regular block of visas will be accepted.
- (3) Passports, health and immunization certificates, and quarantine clearance.
- (4) Compliance with local labor and insurance laws, including payment of employer's share of contribution, collecting balance from employee and paying into insurance funds.
- (5) Strikes, demonstrations and work stoppage.
- (6) Collection through withholding and payment to local Government, of any Host Country income tax on employees subject to tax.
- (7) Arranging to perform work in the Host Country, to import personnel, to employ non-indigenous labor, to receive payments and to remove such funds from the country.

- (8) Operating under local laws, practices, customs and controls, and with local unions, in connection with hiring and firing, mandatory wage scales, vacation pay, severance pay, overtime, holiday pay, 7th day of rest, legal notice or pay in lieu thereof for dismissal of employees, slowdown and curtailed schedules during religious holidays and ratio of local labor employed in comparison to others.
- (9) Possibility of claims in local bureaus, litigation in local courts, or attachment of local bank accounts.
- (10) Compliance with workmen's compensation laws and contributions into funds. Provisions of necessary medical service for Contractor employees.
- (11) Special license required by the local Government for setting up and operating any manufacturing plant in the Host Country, e.g. concrete batching, precast concrete, concrete blocks, etc.
- (12) Sales within the host country of Contractor-owned materials, and equipment.
- (13) Special licenses for physicians, mechanics, tradesmen, drivers, etc.
- (14) Identification and/or registration with local police of imported personnel.
- (15) Stamp tax on documents, payments and payrolls.
- (16) Base passes for permanent staff, day laborers, motor vehicles, etc.
- (17) Compliance with all customs and import rules, regulations and restrictions, including, but not limited to, local purchase requirements.

Local Standards: Design and installation of systems shall comply with applicable local Kuwait Ministry and Military Engineering Projects (MEP) standards and regulations. Conflicts between criteria and local standards shall be brought to the attention of the Contracting Officer for resolution. In such instances, the Contractor shall furnish all available information with justification to the Contracting Officer.

Applicable Publications and Standards: All of the electrical installation shall be in accordance with the requirements of (Kuwait) Ministry of Electricity and Water (MEW) R-1 and S-1. Equipment and installation items not covered by these standards shall meet the other applicable US standards below. Conflicts with local codes or standards shall be brought to the attention of the Contracting Officer for resolution. Where specific U.S. standards are listed, equivalent internationally recognized standards, such as BS, DIN or IEC, may be substituted after written approval of the Contracting Officer. It is the responsibility of the Contractor to provide data demonstrating that the proposed standard is equivalent. The use of the latest published standard is acceptable in lieu of the standard listed.

- Ministry of Electricity and Water (MEW) R-1:Regulations for Electrical Installations (latest issue)
- Ministry of Electricity and Water (MEW) S-1:General Specification for Electrical Installation (latest issue)
- NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 70 (2008) National
- Electrical Code
- Kuwait MEW (Ministry of Electricity & Water) R1 & S1 regulations
- BRITISH STANDARDS INSTITUTE BS 1363-2 (Jan 1995, Amd 1) 13 A Plugs, socket-outlets & adapters-Specifications for 13 A switched and unswitched socket-outlets
- BS 7671 (1997, Amd 2) Requirements for Electrical Installations
- INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE) Std C2 (2002) National Electrical Safety Code
- IEEE Std 141 (1993) Electric Power Distribution for Industrial Plants
- IEEE Std 493 (1997) Design of Reliable Industrial and Commercial Power Systems
- INTERNATIONAL ELECTRO-TECHNICAL COMMISSION (IEC) IEC 60529 (2001-02, Ed. 2.1) Degrees of Protection Provided by Enclosures (IP Code)
- NFPA 101 (2003) Life Safety Code
- U.S. ARMY TECHNICAL MANUALS,TM 5-811-1 (1995) Electrical Power Supply and Distribution
- IEC 61558-2-5(1997-12) Safety of power transformers, power supply units and similar – Part 2.5: Particular requirements for shaver transformers and shaver supply units.

Electrical and Structural Building Standards for Construction Projects at Military Bases in Kuwait:

- (a) The standards set forth herein are the minimum requirements for the contract. These standards must be followed unless a more stringent standard is specifically included. In such case the most stringent standard shall be required for contract acceptance.
- (b) The contractor, in coordination with the Contracting Officer, the ASG Department of Public Works (DPW) and the requiring activity shall evaluate, upgrade, build, and/or refurbish buildings (to include tents) to a safe and livable condition. This work may include refurbishment, construction, alterations, and upgrades. All work shall be in accordance with accepted standards of quality. All electrical components and wiring shall conform to Kuwait Ministry of Electricity and Water (MEW) standards as well as U.S. National Electric Code (NEC).
- (c) As dictated by the Unified Facilities Criteria (UFC) the contract shall meet:
- (1) "The minimum requirements of United States' National Fire Protection Association (NFPA) 70,
 - (2) 2011 National Electrical Code (NEC),
 - (3) American National Standards Institute (ANSI) C2, and
 - (4) United States' National Electrical Safety Code (NESC).
- (d) These standards must be met when it is reasonable to do so with available materials. When conditions dictate deviation, then provisions within the International Electrical Code (IEC) or British Standard (BS 7671) shall be followed. Any deviations from the above necessary to reflect market conditions, shall receive prior written approval from a qualified engineer and the Contracting Officer.
- (e) The use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations, or upgrades with new magnetic ballasts is prohibited.
- (f) The following internet links provide access to some of these standards:

UFC: http://65.204.17.188/report/doc_ufc.html

NFPA 70: <http://www.nfpa.org>

NESC: <http://www.standards.ieee.org/nesc>

Contractor Health and Safety:

(a) Contractors shall comply with all National Electrical Code (NEC 2008), Specifications as outlined, and MIL Standards and Regulations. All infrastructure to include, but not limited to, living quarters, showers, and restrooms shall be installed and maintained in compliance with these standards and must be properly supported and staffed to ensure perpetual Code compliance, prevent hazards and to quickly correct any hazards to maximize safety of those who use or work at the infrastructure. Specifically, the use of magnetic ballasts in lighting for new construction or replacement of existing magnetic ballasts during refurbishment, alterations or upgrades with new magnetic ballasts is prohibited. The government has the authority to enter and inspect contractor employee living quarters at any time to ensure the prime contractor is complying with safety compliance standards outlined in the 2011 National Electric Code (NEC).

(b) The contractor shall correct all deficiencies within a reasonable amount of time of contractor becoming aware of the deficiency either by notice from the government or a third party, or discovery by the contractor. Further guidance on mandatory compliance with NFPA 70: NEC 2011 can be found on the following link <http://www.nfpa.org>.

Safety of Facilities, Infrastructure and Equipment for Military Operations:

(a) Definition. "Discipline Working Group," as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for—

- Fire protection;
- Structural integrity;
- Electrical systems;
- Plumbing;
- Water treatment;
- Waste disposal; and
- Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

CLAUSES INCORPORATED BY FULL TEXT

5252.204-9200 SECURITY REQUIREMENTS (DEC 1999)

The work to be performed under this contract as delineated in the DD Form 254, Attachment No. 1 involves access to and handling of classified material up to and including TOP SECRET facility clearance with capability for SECRET level of safeguarding. Certain task orders will require access to Sensitive Compartmented Information (SCI).

In addition to the requirements of the FAR 52.204-2 “Security Requirements” clause, the Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industry Security Program Operating Manual (DODINST 5220.22M), and (3) assure compliance with any written instructions from the Security Officer Code 83000, SPAWAR Systems Center Atlantic, P.O. Box 190022, North Charleston, SC 29419-9022.

5252.216-9217 DELIVERY/TASK ORDER PROCEDURES (AUG 2011) ALT III

Fixed-Price-Incentive (Firm Target), Firm-Fixed-Price and Cost-Plus-Fixed-Fee with level of effort (term) and completion type orders may be issued under this contract. Each delivery or task order will include the order type deemed appropriate by the Government.

(a) *Procedures.* If none of the factors listed in FAR 16.505(b)(2) apply, the following procedures shall be used to ensure fair opportunity is given to all contractors to be considered for each delivery/task order in excess of \$3,000.

- (1) The Ordering Officer will email the Request for Proposals to the contract holders The RFP will include:
 - (A) The SOO, SOW or PWS
 - (B) The QASP

- (C) The CDRLs (if applicable)
- (D) Terms and Conditions
- (E) Evaluation Criteria
- (F) Proposal Submittal Instructions

(2) Evaluation Criteria may consist of a combination of the following factors:

- (A) The SOW or the PWS, including technical approach, based on the Gov't SOO
- (B) Experience performing work, technical experience/knowledge, approach
- (C) Past Performance on similar work (including cost control)
- (D) Utilization of Small Businesses.
- (E) Cost must be one of the factors and may be the only factor.
- (F) Oral Presentations

(3) Contractors may email questions or concerns to the Ordering Officer regarding the RFP (telephoned questions will not be accepted). All questions received within the time constraints specified, answers, and clarifications will be distributed to all contractors at the same time.

(4) Offers will be evaluated in accordance with the applicable evaluation criteria.

(5) Under a multiple award scenario the combined level of effort for all contracts awarded is **equivalent to the level of effort set forth in the solicitation**. The orders placed on each of the contracts shall be tracked by the Contracting Officer.

(6) In order to track past performance on the contract, a performance report, based on the contract QASP, shall be completed by the Government PE or DOCOR responsible for the task order at the completion of each delivery/task order.

(7) The cost estimate shall contain the following documentation to enable the Ordering Officer to make a determination of price reasonableness:

- (i) Direct labor, including labor categories, hours, rates and total.
- (ii) Indirect Rates.
- (iii) Other Direct Costs (ODCs).
 - (A) Travel proposed costs must be fully documented in accordance with the Joint Travel Regulation (JTR) including destination, number of people, number of days, airfare, per diem, car rental and other charges.
 - (B) Material exceeding a unit price of \$3,000 must be itemized. All other materials need only a total cost.
 - (C) Equipment must be identified as Information Technology (IT) or non-IT. All IT equipment must be itemized. Non-IT equipment exceeding a unit price of \$3,000 must be itemized. All other equipment not identified above needs only a total cost.
 - (D) Other, as required by the proposed task/delivery order.
- (iv) Subcontractors. Subcontractors need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.
- (v) Consultants. Consultants need only submit total cost with labor categories and hours to the prime contractor. Costs, with the same level of detail as submitted by the prime contractor for the task/delivery order, shall be submitted directly to the Government by the subcontractor.
- (vi) Other Information.
 - (A) A statement that the cost estimate is based upon either a completion or level of effort task and the anticipated duration of the delivery/task order. (applies to CPFF only)
 - (B) For Small Business and 8(a) set-asides, the contractor shall state that they are in compliance with the FAR 52.219-14 clause.
- (vii) Fee or profit rate as specified in basic contract.

- (viii) Payment Terms (milestones or otherwise) (may not apply to FPI).
- (ix) Any backup documentation not provided when you submit your cost estimate may be requested later by the Ordering Officer.

(8) (i) Once the Ordering Officer has reviewed and accepted the contractor's cost estimate, a DD Form 1155 will be executed by the Contracting Officer/Ordering Officer and sent to the contractor as notice to begin work. Award decision may be based 'best value', 'low price technically acceptable', or 'low price' as set forth in the solicitation. The contractor is cautioned that no work is to be started prior to receipt of a properly signed and executed DD Form 1155, Order for Supplies/Services. If the cost estimate is insufficient or discussions are needed, the Ordering Officer will contact the contractor to negotiate requirements.

(ii) If a prime contractor is unable or otherwise cannot perform a requirement, a NO BID must be made to the task order proposal request. All NO BIDs shall include a brief statement as to why the prime contractor has elected to forego the opportunity (e.g., Conflict of Interest, etc.). The NO BID may be a simple e-mail message addressed to the Ordering Officer.

(iii) Upon award, the unsuccessful offerors shall be notified by e-mail and provided a debrief of their Proposal upon a timely request. No requests for face-to-face meetings shall be accommodated.

(9)(i) Pursuant to the clause at 252.216-7006, Ordering, incorporated into this contract in Section I, the Government may issue orders orally, by facsimile, or by electronic commerce methods including, but not limited to, sending the orders by e-mail to the contractor.

(ii) Oral orders may be placed hereunder only in emergency circumstances. Information described above shall be furnished to the contractor at the time of placing an oral order and shall be confirmed by issuance of a written delivery/task order on DD Form 1155 within ten working days. Oral orders placed under this contract shall not exceed the total contract value. If emergency circumstances present urgent requirements which do not permit competition, awards will be issued using the exception to the fair opportunity process in accordance with FAR 16.505(b)(2)(i).

(b) *Content and Effect.*

(1) Each delivery/task order shall include the following as applicable to the order:

- (i) Effective date of order
- (ii) Contract and delivery/task order numbers
- (iii) Description of services to be performed
- (iv) Description of end item(s) to be delivered
- (v) Delivery or period of performance
- (vi) Place of delivery or performance
- (vii) Accounting and appropriation data
- (viii) List of Government-furnished material property and the estimated value thereof
- (ix) Type of delivery/task order (i.e., FPI, FFP or CPFF completion or term)
- (x) Estimated hours (provided for information only on CPFF completion-type orders)
- (xi) Estimated cost, fee or price (CPFF only)
- (xii) Total price (FFP only)
- (xiii) Target cost, target price, ceiling price and incentive ratio (FPI only)
- (xiv) Other information as appropriate (e.g., Government Furnished Property, material, or facilities to be made available for performance of the order; safety requirements; security requirements set forth on DD Form 254; data requirements set forth on DD Form 1423; etc.).

(c) *Maintenance of Records.* The contractor shall maintain the following cost records under this contract as a minimum:

- (1) Records for each delivery/task order, indicating the number of hours of direct labor performed,

segregated to the individual employee performing the work,

(2) Records for each individual employee, identifying direct labor performed and segregated as to delivery/task order for which performed, and

(3) Records of all direct non-labor costs, allocated to individual delivery/task order.

(4) Nothing herein shall be deemed to excuse the contractor from maintaining records required by other provisions of this contract.

(d) Contractor Notification.

(1) The contractor is responsible for immediately notifying the Ordering Officer/Administrator of any difficulties in performing in accordance with the terms of the order.

(2) Each delivery or task order under a cost reimbursement contract is deemed to include the FAR 52.232-20 "Limitation of Cost" or the FAR 52.232-22 "Limitation of Funds" clause, whichever is applicable.

(3) Each CPFF type delivery or task order shall be treated, for purposes of payment and expenditure ceilings, as an independent document, thus the ceiling established therein shall not be exceeded.

Accordingly, the contractor will not be obligated to continue performance beyond the point at which the delivery/task order funds are consumed, nor will the Government be obligated to reimburse the contractor for any costs allocable to a delivery/task order beyond those provided in the order. Should a task not be completed due to an exhaustion of available funds, the Government may elect to modify the order to provide the additional funding, or it may direct delivery of all work in progress thereunder. Such delivery shall be affected at no additional cost to the Government.

(e) Modification of Delivery/Task Orders. Delivery/Task orders may be modified by the Ordering Officer.

Modifications to delivery/task orders shall include the information set forth in paragraph (b) above, as applicable.

Delivery or task orders may be modified orally by the ordering officers in emergency circumstances. Oral modifications shall be confirmed by issuance of a written modification within ten working days from the time of the oral communication modifying the order. The contractor shall acknowledge receipt of any delivery or task order within one working day after receipt thereof.

(f) Ceiling Price. The cost-plus-fixed-fee, fixed-price-incentive (Firm Target), firm-fixed price amount for each delivery/task order will be the ceiling price stated therein and may not be increased except when authorized by a modification to the delivery/task order.

(g) Unilateral Orders. Delivery or task orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

(h) Fair Opportunity. Unless an exception applies, fair opportunity in accordance with DFARS 216.505-70 (b) will be given to all awardees. If an exception to fair opportunity exists, sole source task orders may be issued. All proposals in response to an RFP, issued under an exception to fair opportunity, shall be in accordance with the procedure established herein and the task order RFP.

5252.222-9200 WORKWEEK (DEC 1999)

(a) All or a portion of the effort under this contract will be performed on a Government installation. The normal workweek for Government employees at SPAWAR Systems Center Atlantic is Monday through Friday from 0730 to 1600 (local time). Work at this Government installation, shall be performed by the contractor within the normal workweek unless differing hours are specified on the individual task orders. Following is a list of holidays observed by the Government:

Name of Holiday

Time of Observance

New Year's Day	1 January
Martin Luther King Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) If any of the above holidays occur on a Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the Contractor is prevented from performance as the result of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the Contractor's accounting practices.

(d) This contract does not allow for payment of overtime during the normal workweek for employees who are not exempted from the Fair Labor Standards Act unless expressly authorized by the Ordering Officer. Under Federal regulations the payment of overtime is required only when an employee works more than 40 hours in a normal week period.

5252.223-9200 OCCUPATIONAL SAFETY AND HEALTH REQUIREMENTS (NOV 2008)

(a) If performance of any work under this contract is required at a SPAWARSYSCEN Atlantic facility, the Contractor shall contact the SPAWAR Atlantic, Code 83510, (843) 218-4008 / 4009 prior to performance of ANY work under this contract. *The purpose of contacting the Safety and Environmental Office is to obtain and become familiar with any local safety regulations or instructions and to inform the local Safety Officer of any work taking place on base.* **Safety and Occupational Health personnel cannot assume a regulatory role relative to oversight of the contractor safety activities and performance except in an imminent danger situation. Administrative oversight of contractors is the primary responsibility of the Contracting Officer and/or the Contracting Officer's designated representative.**

(b) Contractors are responsible for following all safety and health related State and Federal statutes and corresponding State, Federal and/or Navy regulations protecting the environment, contractor employees, and persons who live and work in and around contractor and/or federal facilities.

(c) Contractors shall monitor their employees and ensure that they are following all safety regulations particular to the work areas. Contractors shall ensure that their employees (i) wear appropriate safety equipment and clothing, (ii) are familiar with all relevant emergency procedures should an accident occur, and (iii) have access to a telephone and telephone numbers, to include emergency telephone numbers, for the SPAWARSYSCEN Atlantic facilities where work is performed..

5252.228-9200 LIABILITY INSURANCE--FIXED PRICE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-5 “Insurance--Work on a Government Installation” clause and shall be maintained in the minimum amounts shown:

- (1) Workers’ compensation and employers’ liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) Upon notification of contract award, the contractor shall furnish to the Contracting Officer, as required by paragraph (b) of the FAR 52.228-5 “Insurance--Work on a Government Installation” clause, a certificate or written statement of insurance prior to commencement of work under this contract. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.228-9201 LIABILITY INSURANCE--COST TYPE CONTRACTS (OCT 2001)

(a) The following types of insurance are required in accordance with the FAR 52.228-7 “Insurance--Liability to Third Persons” clause and shall be maintained in the minimum amounts shown:

- (1) Workers’ compensation and employers’ liability: minimum of \$100,000
- (2) Comprehensive general liability: \$500,000 per occurrence
- (3) Automobile liability: \$200,000 per person
\$500,000 per occurrence
\$ 20,000 per occurrence for property damage

(b) When requested by the contracting officer, the contractor shall furnish to the Contracting Officer a certificate or written statement of insurance. The written statement of insurance must contain the following information: policy number, policyholder, carrier, amount of coverage, dates of effectiveness (i.e., performance period), and contract number. The contract number shall be cited on the certificate of insurance.

(End of clause)

5252.237-9600 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992)

a) Personnel assigned to or utilized by the contractor in the performance of this contract shall, at a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list should be provided in the offeror’s proposal identifying the difference.

b) The Government shall be able to review résumés of contractor personnel when applicable at the task order level.

c) If the Ordering Officer questions the qualifications or competence of any persons performing under the contract, the burden of proof to sustain that the persons is qualified as prescribed herein shall be upon the contractor.

d) The contractor shall have personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in task/delivery orders. The work history of each contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.

e) When determining if educational and experience requirements are acceptable, the following criteria is applicable:

1. To ensure that postsecondary education possessed by individuals meets an acceptable level of quality, educational degrees shall come from accredited institutions or programs. See www.ed.gov for more accreditation information. At a minimum, to receive credit for a Master and Doctorate, all degrees shall be earned from an institution that has been regionally accredited by one of the six associations: MSA, NASC, NCA, NEASC, SACS, and WASC.

2. Bachelor's of Science (BS) or Associate's (AS) degrees in Applied Science, Computing, Engineering, and Technology shall be from an Accreditation Board for Engineering and Technology (ABET) accredited program (see www.abet.org).

3. When not specified, higher education above a labor category's minimum can be credited as years of experience as long as the higher degree is within the same required field of study as the minimum degree required. The following Educational credit applies: a MS degree equals four (4) years of experience and a PhD degree equals five (5) years of experience.

4. Technology degrees do not qualify as Engineering or Physical Science Degrees.

5. Engineering Positions require Engineering degrees or written (vs. grandfathered) State PE License.

6. SCA titles and reference numbers are in accordance with Contract Act Directory of Occupations (Fifth Edition), published in www.dol.gov.

7. Applicable for Logistics Labor Categories: - DAWIA Certification for Contractors – contractor personnel that do not have government DAWIA certification courses may demonstrate an equivalency in terms of academic degrees, courses completed, and experience as that of their counterparts in the DAWIA workforce. Equivalency for the following classes must be provided as follows: Level 1 - (1) Fundamentals of Systems Acquisition Management, (2) Acquisition Logistics Fundamentals, (3) Systems Sustainment Management; Level 2 – (1) Level 1 classes, (2) Intermediate Systems Acquisition, (3) Intermediate Acquisition Logistics, (4) Performance Based Logistics; Level 3 – (1) Level 1 and 2 Classes, (2) Executive Life Cycle Logistics Management, (3) Reliability and Maintainability. Additional explanation of courses or requirements can be found at the Defense Acquisition University web site (<http://www.dau.mil/>).

8. Applicable for IA/IW Labor Categories: Contractor personnel supporting IA functions shall be certified prior to being engaged in IA related work and be in full compliance with DoD 8570.1-M and DoDD 8570.1 This includes personnel being certified/accredited at the appropriate levels of IAT I-III and IAM I-III as appropriate. This will be verified by the contracting officer who will ensure that contractor personnel are entered in to the Defense Eligibility Enrollment System (DEERS) or other appropriate database. NOTE: Contractor personnel not certified within 6 months of assignment of IA duties or who fail to maintain their certified status will not be permitted to carry out the responsibilities of the position, and shall be replaced with a contractor who does meet the minimum certification requirements as mandated above.

9. Applicable for Labor Categories providing Information Technology design and development support: In addition to educational requirements, Contract personnel shall be required to meet vendor/platform certification.

The following lists the applicable contract labor categories with their corresponding minimum personnel qualifications – specific educational or experience requirements shall be noted at the task order level:

1. Program Manager

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business. Certified Project Management Professional (PMP).

Experience: Fifteen (15) years of technical experience in support of relevant technical field, to include: Equipment Support, System Support, and Programmatic Support. Eight (8) years of Program Management experience, to include: Technology Assessments, Systems Design, Systems Analysis, Programmatic Support, Acquisition Planning, and Budget Planning. Five (5) years as manager of task specific project. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Note: Experience may be concurrent.

2. Project Manager

Education: BS degree in Engineering, Physical Sciences, Mathematics, or Management Information Systems. Certified Project Management Professional (PMP).

Experience: Ten (10) years of direct work experience with C5ISR relevant technical field. Eight (8) years of direct work experience, to include: Design, Development, Production, Installation, and Test & Evaluation of relevant technical field. Four (4) years as manager of task specific project, to include: Supervising Project Personnel, Scheduling Work, Writing Proposals and Preparing Bids, and Equipment and Material Logistics Control. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures. Note: Experience may be concurrent.

3. Engineer/Scientist 5

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Fifteen (15) years of experience in relevant technical field, to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C5ISR requirements. Recognized as an expert of task specific project. Note: Experience may be concurrent.

4. Engineer/Scientist 4

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Ten (10) years of experience in relevant technical field, to include: Technology Analysis and Assessment, Design Definition, Development of Systems Specification, Systems Analysis, Systems Architecture, Systems/Equipment Integration, Test & Evaluation Criteria, and Logistics support of C5ISR requirements. Five (5) years of technical experience in support of task specific project. Note: Experience may be concurrent.

5. Engineer/Scientist 3

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft

Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Six (6) years of experience in relevant technical field, to include: Systems Analysis, Systems Architecture, Systems/Equipment Support, Test and Evaluation, and Logistics support of C5ISR requirements. Three (3) years of technical experience in support of task specific project. Note: Experience may be concurrent.

6. Engineer/Scientist 2

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Three (3) years of experience in relevant technical field, to include: Systems/Equipment Support, and Test and Evaluation support of C5ISR requirements. One (1) year of technical experience in support of task specific project. Note: Experience may be concurrent.

7. Engineer/Scientist 1

Education: BS degree in Engineering or Physical Science.

Software Engineer only: Working towards the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of experience in relevant technical field, to include: Systems/Equipment Support, and Test & Evaluation support of C5ISR requirements.

8. Junior Engineer/Scientist

Education: BS degree in Engineering or Physical Science.

Experience: None.

9. Logistician 5

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 3, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional five (5) years working in direct support of defense life-cycle logistics.

Experience: Fifteen (15) years of experience in defense life-cycle (acquisition) logistics support (or 20 years if not DAWIA Level 3 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Eight (8) years of experience in support of C5ISR systems. Demonstrated management skills, to include: Analyzing Contracts, Analyzing System Design Specifications, Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Experience supervising Logistics Specialists. Note: Experience may be concurrent.

10. Logistician 4

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 2, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional three (3) years working in direct support of defense life-cycle logistics.

Experience: Ten (10) years of experience in defense life-cycle (acquisition) logistics support (or 13 years if not DAWIA Level 2 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Six (6) years of experience in support of C5ISR systems. Demonstrated management skills, to include:

Analyzing Contracts, Analyzing System Design Specifications, Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Experience supervising Logistics Specialists. Note: Experience may be concurrent.

11. Logistician 3

Education: Bachelor's degree. Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) certified in Lifecycle [Acquisition] Logistics Level 1, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional two (2) years working in direct support of defense life-cycle logistics.

Experience: Six (6) years of experience in defense life-cycle (acquisition) logistics support (or 8 years if not DAWIA Level 1 certified) of electronic systems, to include: logistics management, principles, practices, and processes. Four (4) years of experience in support of C5ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, Developing Logistics Plans and Procedures, and Developing Logistics Management Plans and Guidelines. Note: Experience may be concurrent.

12. Logistician 2

Education: Bachelor's degree. Working towards Professional Logistics Certification – i.e., Defense Acquisition Workforce Improvement Act (DAWIA) in Lifecycle [Acquisition] Logistics Level 1, or have equivalent logistics training (resume to specify all equivalent training), or possess an additional one (1) year working in direct support of defense life-cycle logistics.

Experience: Three (3) years of experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes. One (1) year of experience in support of C5ISR systems. Demonstrated skills, to include: Analyzing Engineering/Systems Management Data, and Developing Logistics Plans and Procedures. Note: Experience may be concurrent.

13. Logistician 1

Education: Bachelor's degree.

Experience: One (1) year of experience in defense life-cycle (acquisition) logistics support of electronic systems, to include: logistics principles, practices, and processes.

14. Junior Logistician

Education: Bachelor's degree in Engineering, Mathematics, Business, or Management Information Systems.

Experience: None.

15. Junior Management Analyst

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: None.

16. Management Analyst 1

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: One (1) year of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis. Familiarity with Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

17. Management Analyst 2

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Two (2) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

18. Management Analyst 3

Education: Bachelor's degree in Engineering, Physical Sciences, Mathematics, Management Information Systems, or Business.

Experience: Six (6) years of Contract Management experience, to include: Development of Program Acquisition Documentation, Development of Testing Criteria, Development of Corrective Action Systems, Development of Program Monitoring Approach (e.g. PERT, CPM, EVM), Analysis of Programs Health, Data Collection and Analysis, Development of Cost Estimates, and Development of Program Status Reports. Comprehensive knowledge of Federal Acquisition Regulation (FAR) and DoD procurement policies and procedures.

19. Management Consultant

Education: Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty. Certified Project Management Professional (PMP).

Experience: Ten (10) years of Strategic Business Management experience in relevant technical field, to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts.

20. Management Consultant (Senior)

Education: Bachelor's degree in Business, Organizational Development, Education, Engineering, Physical Science or business related specialty. Certified Project Management Professional (PMP).

Experience: Twenty (20) years of Strategic Business Management experience in relevant technical field, to include: Development of Corporate Strategic Plans, Development of Organizational Performance Management Plans, Development of Organization Governance Structures, Guiding significant organizational change management efforts. At least three years of business experience at the executive level.

21. Technical Analyst 1

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: One (1) year of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

22. Technical Analyst 2

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: Three (3) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

23. Technical Analyst 3

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: Six (6) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

24. Technical Analyst 4

Education: BS degree in Engineering, Physical Sciences, or Mathematics.

Experience: Ten (10) years of experience in technical specifications development, process analysis and design, technical problem solving, and analytical/logical thinking.

25. Intelligence Specialist

Education: Bachelor's degree.

Experience: Ten (10) years of "Intelligence" operational experience, to include: C5ISR, remote sensing, arms certification, and "Intelligence" collection management.

26. Operations Specialist

Education: Bachelor's degree.

Experience: Ten (10) years of operational experience, to include: knowledge of friendly forces and adversary's CONOPS, tactics, threat capabilities, targeting priorities, sensor/collection techniques, targeting priorities, and planning and conducting operations analysis.

27. Operations Specialist (Senior)

Education: Bachelor's Degree.

Experience: Twenty (20) years of operational experience, to include: knowledge of friendly forces and adversary's CONOPS, tactics, threat capabilities, targeting priorities, sensor/collection techniques, targeting priorities, planning or conducting operations analysis. Three (3) years of operational experience at executive level. Note: Experience may be concurrent.

28. Safety Specialist 1

Education: Associate's Degree.

Experience: One (1) year of experience working with safety principles/practices/ procedures.

29. Safety Specialist 2

Education: Associate's Degree.

Experience: Three (3) years of experience working with safety principles/practices/ procedures, and occupational health policies/programs/practices.

30. Safety Specialist 3

Education: Bachelor's degree.

Experience: Six (6) years of experience, to include: knowledge of Occupational Safety and Health Administration (OSHA) rules and regulations, safety principles/practices/procedures, and occupational health policies/programs/practices.

31. Safety Specialist 4

Education: Bachelor's degree in a Technical or Physical Science field.

Experience: Ten (10) years of experience, to include: comprehensive knowledge of Occupational Safety and Health Administration (OSHA) rules and regulations, safety principles/practices/procedures, and occupational health policies/programs/practices.

32. Security Specialist 1

Education: Associate's Degree.

Experience: One (1) year of experience, to include: applicable security discipline principles, practices, and procedures.

33. Security Specialist 2

Education: Associate's Degree. Completed applicable discipline Certification (e.g. DISCO certification for Infosec Security Specialist) within one (1) year of assuming duties.

Experience: Three (3) years of experience, to include: applicable security discipline principles, practices, and procedures.

34. Security Specialist 3

Education: Bachelor's degree. Completed applicable discipline Certification (e.g. DISCO certification for Infosec Security Specialist) within one (1) year of assuming duties.

Experience: Six (6) years of experience, to include: applicable security discipline principles, practices, and procedures.

35. Security Specialist 4

Education: Bachelor's degree. Applicable Discipline Certification (e.g. DISCO certification for Infosec Security Specialist).

Experience: Ten (10) years of experience, to include: applicable security discipline principles, practices, and procedures.

36. Training Specialist 1

Education: Bachelor's degree in Education, English, or Psychology. Working towards Training Certification.

Experience: Three (3) years of experience in the training development environment.

37. Training Specialist 2

Education: Bachelor's degree in Education, English, or Psychology. Working towards Training Certification.

Experience: Five (5) years of experience in task specific area, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

38. Training Specialist 3

Education: Bachelor's degree in Education, English, or Psychology. Training Certification.

Experience: Ten (10) years of experience in task specific area, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

39. Training Specialist 4

Education: Bachelor's degree in Education, English, or Psychology. Training Certification.

Experience: Fifteen (15) years of experience in task specific area, to include: establishing training needs, developing goals and objectives, developing training programs, and applying the instructional system development (ISD) process.

40. Technical Writer/Editor 1

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Three (3) years of experience in relevant technical field, to include: writing technical documentation, procedures and guidelines for C5ISR systems or equipment.

41. Technical Writer/Editor 2

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Five (5) years of experience in relevant technical field, to include: writing technical documentation, procedures and guidelines for C5ISR systems or equipment.

42. Technical Writer/Editor 3

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Ten (10) years of experience in relevant technical field, to include: writing/editing technical documentation, procedures and guidelines for C5ISR systems or equipment.

43. Technical Writer/Editor 4

Education: BA degree in English, Journalism, or Technical Writing.

Experience: Fifteen (15) years of experience in relevant technical field, to include: writing/editing technical documentation, procedures and guidelines for C5ISR systems or equipment.

44. Subject Matter Expert (SME) 1

Education: Technical Training in relevant technical field.

Experience: Eight (8) years of hands-on experience with task specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

45. Subject Matter Expert (SME) 2

Education: Technical Training in relevant technical field.

Experience: Ten (10) years of hands-on experience with task specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

46. Subject Matter Expert (SME) 3

Education: Technical Training in relevant technical field.

Experience: Twelve (12) years of hands-on experience with task specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

47. Subject Matter Expert (SME) 4

Education: Technical Training in relevant technical field.

Experience: Fifteen (15) years of hands-on experience with task specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

48. Subject Matter Expert (SME) 5

Education: Technical Training in relevant technical field.

Experience: Eighteen (18) years of hands-on experience with task specific project, to include three (3) of the following four (4) areas: Systems Requirements, Operational Requirements, Test & Evaluation, and Training. Recognized expert who has demonstrated industry and public service leadership in relevant technical field.

49. Management and Program Technician 1

Education: High School diploma or GED.

Experience: Three (3) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

50. Management and Program Technician 2

Education: High School diploma or GED.

Experience: Six (6) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

51. Management and Program Technician 3

Education: High School diploma or GED.

Experience: Ten (10) years of direct work experience with the use of advanced information technology to develop and/or integrate complex data, to include: requirements analysis; project management procedures including out year budgeting for programs involving OMN, FMS, OPN, SCN, and RDT&E monies; development of contract schedules, out year planning and POM budgets, compliance planning and program planning. Must have knowledge of DoD standards and regulations like the FAR, DFAR, OPM requirements, and other business related regulations.

52. Accounting Clerk I (SCA 01011)

Education: High School Diploma or GED.

Experience: One (1) year of clerical accounting experience. Knowledge of established and standardized bookkeeping and accounting procedures and techniques.

53. Accounting Clerk II (SCA 01012)

Education: High School Diploma or GED.

Experience: Two (2) years of clerical accounting experience to include: double entry bookkeeping, posting actions to journals, making debit/credit entries. Performing one (1) or more accounting tasks such as: verifying mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

54. Accounting Clerk III (SCA 01013)

Education: Associate's degree in Business.

Experience: Two (2) years of clerical accounting experience, to include: maintaining journals or subsidiary ledgers of an accounting system and balancing/reconciling accounts. Performing one (1) or more accounting tasks such as: verifying for internal consistency, completeness, and mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

OR

Education: High School diploma or GED.

Experience: Four (4) years of clerical accounting experience, to include: maintaining journals or subsidiary ledgers of an accounting system and balancing/reconciling accounts. Performing one (1) or more accounting tasks such as: verifying for internal consistency, completeness, and mathematical accuracy of accounting documents; examining and verifying clerical accuracy of various types of reports, lists, calculations, etc.; or making entries or adjustments to accounts. Demonstrated knowledge and understanding of the established and standardized bookkeeping and accounting procedures and techniques used in an accounting system. Knowledge and understanding of the terminology, codes, and processes used in automated accounting systems.

55. Administrative Assistant (SCA 01020)

Education: Associate's Degree in Business or Computer Science.

Experience: Four (4) years of experience, to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years of work experience shall be within DoD. Note: Experience may be concurrent.

OR

Education: High School Diploma or GED.

Experience: Eight (8) years experience to include: word processing, spreadsheet development, documenting management issues, financial analysis, data collection, report processing, brief preparation, read milestone schedules and send and receive emails. Two (2) years of work experience shall be within DoD. Note: Experience may be concurrent.

56. Data Entry Operator I (SCA 01051)

Education: High School Diploma or GED.

Experience: Knowledge of computer equipment. Must be able to follow specific instructions and enter data in computer systems.

57. Data Entry Operator II (SCA 01052)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: operating a data entry device to record or verify a variety of standard, coded, or encoded business and statistical source data into a computer; searching, interpreting, and selecting coding items in accordance with established procedures.

58. Dispatcher (SCA 01060)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: assigning drivers and vehicles to transport freight or passengers, coordinating drivers according to customer requests in compliance with DOT regulations and company rules, and entering assignment data in computer database.

59. General Clerk I (SCA 01111)

Education: High School Diploma or GED.

Experience: Three (3) months of general clerical experience. Knowledge of Microsoft Office Tools.

60. General Clerk II (SCA 01112)**Education:** High School Diploma or GED.**Experience:** Two (2) years of general clerical experience. Experience with Microsoft Office Tools.

OR

One (1) year of government or military experience in clerical functions. Experience with Microsoft Office Tools.

61. General Clerk III (SCA 01113)**Education:** High School Diploma or GED.**Experience:** Four (4) years of general experience in the clerical or administrative area. Experience with Microsoft Office Tools.

OR

Two (2) years of specialized government or military experience in clerical or administrative functions. Experience with Microsoft Office Tools.

62. Production Control Clerk (SCA 01270)**Education:** High School Diploma or GED.**Experience:** Two (2) years of experience, to include: logistics support for projects involving electronic/electrical repair and installation, ordering, acquisition, distribution of material, equipment, and resources; compiling and recording production data for government command to compare records regarding volume of production, consumption of material, quality control, and other aspects of production; performing any combination of the following duties: compiling and recording production data from such documents as customer orders, work tickets, product specifications, and individual worker production sheets, following prescribed recording procedures; calculating types and quantities of items produced, materials used, amount of scrap, frequency of defects, worker and department production rates; writing production reports based on data compiled, tabulated and computed, following prescribed formats; maintaining files of documents used and prepared; compiling production sheets or work tickets for use by production workers as guides in assembly or manufacture of products; preparing schedules based on established guidelines and priorities; compiling material inventory records and preparing requisitions for procurement of materials and supplies; charting production using charts, graphs, or pegboards, based on statistics compiled for reference by production and management personnel; sorting and distributing work tickets or material to workers; computing wages from employee time cards and post wage data on records used for preparation of payroll.**63. Secretary I (SCA 01311)****Education:** High School Diploma or GED.**Experience:** One (1) year of experience in the compilation of data/information for management use.**64. Secretary II (SCA 01312)****Education:** High School Diploma or GED.**Experience:** Two (2) years of experience in the compilation of data/information for management use.**65. Secretary III (SCA 01313)****Education:** Associate's degree in business.**Experience:** Two (2) years of secretarial experience, to include: developing and processing correspondence, preparing briefing and presentation materials, updating existing briefing materials, scheduling events and preparing itineraries, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.

OR

Education: High School diploma or GED.**Experience:** Four (4) years of secretarial experience in a DoD/DoN environment, to include: developing and processing correspondence, preparing briefing and presentation materials, updating existing briefing materials, scheduling events and preparing itineraries, preparing and maintaining files, preparation of reports, and interface with activity personnel and customers.**66. Supply Technician (SCA 01410)****Education:** High School diploma or GED.

Experience: Five (5) years of experience, to include: supervisory or warehouse lead at a DoD facility; financial management; logistics support for projects involving electronic/ electrical repair and installation, ordering, acquisition, distribution of material, equipment and resources.

67. Word Processor I (SCA 01611)

Education: High School Diploma or GED.

Experience: One (1) year of experience with Microsoft Word.

68. Word Processor II (SCA 01612)

Education: High School Diploma or GED.

Experience: Two (2) years of experience with Microsoft Word.

69. Word Processor III (SCA 01613)

Education: High School Diploma or GED.

Experience: Three (3) years of experience with Microsoft Word.

70. Radiator Repair Specialist (SCA 05340)

Education: High School Diploma or GED. EPA MVAC Technician Certification.

Experience: Two (2) years of experience working with vehicle cooling systems, to include: installation, maintenance, troubleshooting, and repair.

71. Illustrator I (SCA 13041)

Education: Associate's degree in Electronic Technology or Technical Drawing.

Experience: Two (2) years of practical experience in graphic arts and a demonstrated knowledge of graphic production equipment. Experience, to include: generating electrical / electronic drawings and diagrams utilizing AutoCAD 2000 or higher.

72. Illustrator II (SCA 13042)

Education: Associate's degree in Electronic Technology or Technical Drawing.

Experience: Four (4) years of practical experience in graphic arts and a demonstrated knowledge of graphic production equipment. One (1) year of the last two (2) years experience, to include: preparing electrical/electronics drawings in support of engineering functions using AUTOCAD 2000 or higher software tools.

73. Illustrator III (SCA 13043)

Education: Associate's degree in Electronic Technology or Technical Drawing.

Experience: Eight (8) years of drafting experience and complete familiarity with official drawing guidelines, specifications, and procedures. Six (6) years of experience, to include: utilizing AutoCAD 2000 or later Computer Aided Design (CAD) software. Six (6) years of experience developing Military specific drawing packages, to include: Ships Installation Drawings (SIDs), Ship Alterations (ShipAlts), Temporary Alterations (TempAlts), Installation Control Drawings (ICDs), Installation Design Packages (IDPs), Basic Electronic Systems Engineering Plans (BESEP's) or As-Built drawings. Note: Experience may be concurrent.

74. Computer Operator I (SCA 14041)

Education: High School diploma or GED.

Experience: One (1) year of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Capable of typing at a rate of 40 words per minute.

75. Computer Operator II (SCA 14042)

Education: High School diploma or GED.

Experience: Two (2) years of progressive experience in computer systems operations.

One (1) year of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

76. Computer Operator III (SCA 14043)

Education: High School diploma or GED.

Experience: Four (4) years of progressive experience in computer systems operations. Three (3) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

77. Computer Operator IV (SCA 14044)

Education: High School diploma or GED.

Experience: Six (6) years of progressive experience in computer systems operations. Five (5) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

78. Computer Operator V (SCA 14045)

Education: High School diploma or GED.

Experience: Eight (8) years of progressive experience in computer systems operations. Six (6) years of practical experience in data entry and formatting via common productivity tools such as the Microsoft Office Suite. Note: Experience may be concurrent. Capable of typing at a rate of 40 words per minute.

79. Computer Programmer I (SCA 14071)

Education: High School diploma or GED. Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of software programming experience.

80. Computer Programmer II (SCA 14072)

Education: High School diploma or GED. Working towards completing the following certifications: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Three (3) years of experience, to include: Software Design, and Development. One (1) year programming experience with task specific project programming languages. Note: Experience may be concurrent.

81. Computer Programmer III (SCA 14073)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Six (6) years of experience, to include: Software Design, Development, and Test and Evaluation. Four (4) years of programming experience with task specific project programming languages. Three (3) years of experience, to include: Database development, Web page design, Computer Based Training development, and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Note: Experience may be concurrent.

82. Computer Programmer IV (SCA 14074)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Eight (8) years of experience, to include: software Design, Development, and Test and Evaluation. Five (5) years of programming experience with task specific project programming languages. Four (4) years of experience to include: Database development, Web page design, Computer Based Training, development and using .NET tools and .net Integrated Development Environment tools, asp.net, SQL Server 2000, and HTML editor tools. Note: Experience may be concurrent.

83. Computer System Analyst I (SCA 14101)

Education: High School diploma or GED. Working towards completing applicable vendor/platform certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: One (1) year of Computerized System experience, to include: Network Protocols, and UNIX and Windows based operating system.

84. Computer System Analyst II (SCA 14102)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Three (3) years of task specific project Computerized System experience, to include: Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

85. Computer System Analyst III (SCA 14103)

Education: High School diploma or GED. Completed the following certifications within one and a half year after assuming duties: Certified Software Development Professional (CSDP) (Previously known as Certified Software Engineering Professional (CSEP)), or with COR approval complete a vendor/platform specific certification (e.g., Microsoft Certified Solutions Developer (MCSD), Microsoft Certified Applications Developer (MCAD), Microsoft Certified Database Administrator (MCDBA), Sun Certified Professional (SCP), Red Hat Certification Program (RHCP), CISCO Certified Network Professional (CCNP), Oracle Certified Professional (OCP), other).

Experience: Five (5) years of task specific project Computerized System experience, to include: Design, Development, Test and Evaluation, Network Protocols, LAN administration fundamentals, and UNIX and Windows based operating system.

86. Graphics Artist (SCA 15080)

Education: High School diploma or GED.

Experience: Two (2) years of experience developing graphic/artistic presentations.

One (1) year of specialized experience using commercial automated graphics systems, and desktop publishing systems. Note: Experience may be concurrent.

87. Technical Instructor (SCA 15090)

Education: High School Diploma or GED. Training Certification

Experience: Five (5) years of experience as instructor of task specific project or technology, to include: developing appropriate course material, hands on practical experience with techniques being taught, and researching latest technical discipline practices.

88. Technical Instructor/Course Developer (SCA 15095)

Education: High School Diploma or GED. Training Certification

Experience: Eight (8) years of experience in the task specific project or technology, to include: developing appropriate course material, hands on practical experience with techniques being taught, researching latest technical discipline practices, establishing training needs, developing goals and objectives, and developing training programs.

89. Machine – Tool Operator (SCA 19010)

Education: High School Diploma or GED. Completion of Machine-Tool Operator apprenticeship training program.

Experience: Six (6) years of experience, to include: specialist in one or more than one type of machine tool used to machine metal for use in shaping metal or nonmetallic material; planning and performing difficult machining operations which require complicated setups or a high degree of accuracy; determining proper feeds, speeds, tooling, and operation sequence.

90. Material Coordinator (SCA 21030)

Education: High School Diploma or GED.

Experience: Two (2) years of experience, to include: Coordinating and expediting flow of material, parts, and assemblies within or between various buildings in accordance with Facility Manager or Facility Staff Engineer(s) priorities. Reviewing production schedules and conferring with Facilities Staff to determine material requirements. Arranging transfer of materials to meet production schedules; examining material to verify type specified for current project; and computing amount of material needed for specific job orders. Compiling reports of quantity and type of material on hand and coordinating with Facility Staff for the repair and assembly/installation of facilities unique material.

91. Material Expediter (SCA 21040)

Education: High School diploma or GED.

Experience: Two (2) years of experience, to include: facilitating and expediting the flow of materials to and from various departments, dealing directly with vendors to ensure prompt and accurate delivery of goods to appropriate locations, and inspecting goods upon delivery to verify delivered goods match order specifications.

92. Material Handling Laborer (SCA 21050)

Education: High School diploma or GED.

Experience: None.

93. Shipping and Receiving Clerk (SCA 21130)

Education: High School diploma or GED.

Experience: Two (2) years of experience, to include: assembling orders and preparing goods for shipment; recording shipment data, including weight, charges, and space availability; receiving, unpacking materials/supplies and reporting damages and discrepancies for accounting, reimbursement and record-keeping purposes; and completing shipping and receiving reports.

94. Stock Clerk (SCA 21150)

Education: High School diploma or GED.

Experience: None, however, must have knowledge of commonly used concepts, practices, and procedures concerning stocking tasks such as: receipts, invoices, weights, updating of inventory, inspection, methods of storage, etc.

95. Warehouse Specialist (SCA 21410)

Education: High School diploma or GED.

Experience: Two (2) year of warehouse experience, to include: performing inventory, staging, packing, storage and shipping of electronic equipment and related material; operating motor vehicles and material handling equipment; and utilizing a computer-based inventory and bar coding system for entry, identification and tracking of material.

96. Electrician, Maintenance (SCA 23160)

Education: High School Diploma or GED. Must pass employer performance tests, standard governmental agencies certifications, and professional and technical association certifications.

Experience: Four (4) years of experience, to include: installation, maintenance, and repair of equipment for the generation, distribution or utilization of electric energy (e.g., generators, transformers, switchboards, controllers, circuit breakers, motors, heating units, conduit systems, etc), working from blueprints or drawings, troubleshooting electrical systems, and computations of working standards relating to load requirements of wiring or electrical equipment.

97. Electronics Technician I (SCA 23181)

Education: High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

Experience: Two (2) years of practical experience, to include: electronics repair, maintenance and checkout.

98. Electronics Technician II (SCA 23182)

Education: High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

Experience: Four (4) years of practical experience, to include: electronics repair, maintenance and checkout. One (1) year of practical experience in electronics installation. Note: Experience may be concurrent.

99. Electronics Technician III (SCA 23183)

Education: High School diploma or GED. Formal electronics training from: Technical School, or Class A or B military school in electronics or communications, or four (4) year electronics apprentice program. Formal electronics training, to include: Installation Tasks, Soldering, Cable Dressing, Cable Tray, Conduit, and Making/Repairing Connectors.

Experience: Eight (8) years of practical experience, to include: Electronics Repair, Maintenance, Installation and Checkout. Two (2) years of experience, to include: supervision, and shop practices. Three (3) years of practical experience, to include: electronics repair and installation, and six (6) years of experience with the task specific project. Note: Experience may be concurrent.

100. General Maintenance Worker (SCA 23370)

Education: High School diploma or GED.

Experience: Two (2) years of experience, to include: performing maintenance and repair of equipment and buildings requiring practical skills in such trades as painting, carpentry, plumbing, masonry, and electrical work.

101. Heating, Ventilation, and Air Conditioning Mechanic (SCA 23410)

Education: High School Diploma or GED. EPA MVAC Technician Certification.

Experience: Two (2) years of experience, to include: heating, ventilation, and air conditioning installations, and repairs in office buildings, or areas that require such services. Experience mounting compressor and condenser units by following blueprints or engineering specifications.

102. Heavy Equipment Operator (SCA 23440)

Education: High School Diploma or GED. Commercial Driver's License. Technical school certificate to operate the type of equipment assigned. Any special licenses or certifications needed to be able to operate the heavy equipment assigned (requirements vary from state to state). Personnel shall also be familiar with the OSHA regulations that apply to the type of work that they have been assigned.

Experience: Two (2) years of experience, to include: operating heavy equipment such as cranes, clamshells, power shovels, motor graders, heavy loaders, carryalls, bulldozers, rollers, scrapers, and large industrial tractors with pan or scrapper attachments; excavating, loading, or moving dirt, gravel, or other materials; reading and interpreting grades, slope stakes, and simple plans; greasing, adjusting and making emergency repairs to equipment.

103. Laborer (SCA 23470)

Education: High School Diploma or GED.

Experience: None. Shall perform tasks that require mainly physical abilities and effort involving little or no specialized skill. The following tasks are typical of this occupation: Loads and unloads trucks, and other conveyances; moves supplies and materials to proper location by wheelbarrows or hand trucks; stacks materials for storage or binning; collects refuse and salvable materials. Digs, fills, and tamps earth excavations; levels ground using pick, shovel, tamper and rake; shovels concrete and snow; cleans culverts and ditches; cuts trees and brush. A

Laborer shall be able to move and arrange heavy pieces of electronic equipment, office furniture, and appliances; pull outdoor cable; climb structures; use heavy-duty tools; and if properly trained, operate light machinery and equipment.

104. Machinery Maintenance Mechanic (SCA 23530)

Education: High School Diploma or GED. Completion of Machinery Maintenance or Mechanic apprenticeship training program.

Experience: Four (4) years of experience, to include: repairs of machinery or mechanical equipment, diagnose source of trouble, performing repairs, ordering appropriate parts, preparing written specifications for major repairs.

105. Machinist, Maintenance (SCA 23550)

Education: High School diploma or GED. Formal apprenticeship as a machinist or have completed formal machinist training established by NIMS accredited training facilities.

Experience: Four (4) years of experience, to include: producing replacement parts while repairing mechanical equipment, using machinist's hand tools, shaping metal parts to close tolerances, making standard shop computations relating to dimensions of work (e.g., tooling, feeds, speeds of machining). Knowledge of working properties of common metals, and interpreting written instructions and specifications.

106. Maintenance Trades Helper (SCA 23580)

Education: High School diploma or GED. Completed a formal in-house training program that includes familiarization with installation skills (i.e., running cables, dressing cables, marking cables, operation of standard test equipment, etc.).

Experience: Two (2) years of practical experience in electronics installation, maintenance, and checkout.

107. Painter, Maintenance (SCA 23760)

Education: High School Diploma or GED.

Experience: One (1) year of experience, to include: fixing and painting walls, woodwork, and fixtures.

108. Pipefitter, Maintenance (SCA 23790)

Education: High School Diploma or GED. Completion of Pipefitter apprenticeship training program.

Experience: Four (4) years of experience, to include: installing or repairing water, steam, gas or other types of pipe and pipefitting; measuring to locate position of pipes from drawings/specs; cutting pipes with chisel, oxyacetylene torch or pipe cutting machines; making standard shop computations relating to pressures, flow, and size of pipe required.

109. Rigger (SCA 23850)

Education: High School Diploma or GED. Completion of Rigging and Safety apprenticeship training programs.

Experience: Four (4) years of experience, to include: assembling rigging to lift/move equipment or material; selecting cables, ropes, pulleys, winches, blocks, and sheaves, according to weight and size of load; providing directions to Crane Operators to insure safety of workers and material; and repairing rigging equipment.

110. Sheet-Metal Worker, Maintenance (SCA 23890)

Education: High School Diploma or GED. Completion of Sheet-Metal apprenticeship training program.

Experience: Four (4) years of experience, to include: fabricating, installing and maintaining sheet metal equipment and fixtures; planning and laying out sheet metal work from blueprints, models or specifications; setting up and operating all types of sheet metal tools and machines.

111. Welder (SCA 23960)

Education: High School Diploma or GED. Must pass employer performance tests, standard governmental agencies certifications, and professional and technical association certifications. Qualified for specific material and processes in accordance with American Welding Society Welding Handbook.

Experience: Four (4) years of experience, to include: electric arc, gas shielded arc, and gas welding. Proficient at welding as follows: executing welds in all positions, with all types of metals and alloys, in various shapes including pipes, structural forms, plates, sheet metal, bar stock, machinery and equipment.

112. Alarm Monitor (SCA 27004)

Education: High School diploma or GED. Before assigned as Alarm Monitor, must have completed 24 hours of orientation and obtained documented on-the-job training including monitoring alarm system signals, dispatching appropriate personnel and use of emergency communication equipment.

Experience: None, however, must have clear criminal background, be able to receive a SECRET security clearance, be drug free (and subject to drug screenings), able to pass initial and semi-annual Physical Agility tests, be able to correct eyesight to 20/20, be able to acquire and maintain a state driver's license, must be able to work flexible hours, and must have the ability to communicate orally and in writing.

113. Civil Engineering Technician (SCA 30040)

Education: Associate's Degree in Engineering, in one of the following fields: Civil, Structural, or Mechanical, Engineering Technology, or four (4) year formal apprentice program Certificate which concentrates on Civil, Structural, and Mechanical structures.

Experience: Four (4) years of experience in application of Civil Engineering principles, methods, and techniques of civil engineering technology, to include: plans preparation, acceptance testing, evaluation of field conditions, materials testing and analysis, calculating dimensions, profile specifications, and quantities of material necessary.

114. Drafter/CAD Operator I (SCA 30061)

Education: High School diploma or GED.

Experience: One (1) year of experience drafting/illustrating in the electronics field.
Experience with computerized drafting applications

115. Drafter/CAD Operator II (SCA 30062)

Education: High School diploma or GED.

Experience: Two (2) years of experience drafting/illustrating in the electronics field.
Experience, to include: computerized drafting applications, digital imaging techniques, use of AutoCad.

116. Drafter/CAD Operator III (SCA 30063)

Education: High School diploma or GED.

Experience: Three (3) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

117. Drafter/CAD Operator IV (SCA 30064)

Education: Associate's degree from a school in drafting or illustration.

Experience: Two (2) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

OR

Education: High School diploma or GED.

Experience: Five (5) years of experience drafting/illustrating in the electronics field, to include: computerized drafting applications, digital imaging techniques, use of AutoCad, planning and preparing graphic presentations of complex items. Experience with DoD processes and procedures.

118. Engineering Technician I (SCA 30081)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: None.

OR

Education: High School diploma or GED.

Experience: Three (3) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.

119. Engineering Technician II (SCA 30082)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Three (3) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.
OR

Education: High School diploma or GED.

Experience: Five (5) years of practical experience, to include: laboratory testing, manufacturing, or maintenance.

120. Engineering Technician III (SCA 30083)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Ten (10) years of practical experience in relevant technical field. Four (4) years of experience, to include: installation of such equipment. One (1) year of experience, to include: design, preparation and modification of engineering documents, and drawings. Four (4) years of experience in task specific project, of which 2 must have been performed within the last 3 years. Note: Experience may be concurrent.

121. Engineering Technician IV (SCA 30084)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Twelve (12) years of practical experience in relevant technical field. Six (6) years of experience, to include: installation of such equipment. Two (2) years of experience, to include: design, preparation and modification of engineering documents, and drawings. Six (6) years of experience in task specific project, of which 3 must have been performed within the last 5 years. Note: Experience may be concurrent.

122. Engineering Technician V (SCA 30085)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Fourteen (14) years of practical experience in relevant technical field. Eight (8) years of experience, to include: installation of such equipment. Four (4) years of experience, to include: design, preparation and modification of engineering documents, and drawings. Eight (8) years of experience in task specific project, of which 5 must have been performed within the last 7 years. Note: Experience may be concurrent.

123. Engineering Technician VI (SCA 30086)

Education: Associate's Degree in Engineering, Physical Science, or Engineering Technology.

Experience: Sixteen (16) years of practical experience in relevant technical field. Ten (10) years of experience, to include: installation of such equipment. Six (6) of experience, to include: design, preparation and modification of engineering documents, and drawings. Ten (10) years of experience in task specific project, of which 7 must have been performed within the last 9 years. Note: Experience may be concurrent.

124. Weather Observer, Senior (SCA 30621)

Education: High School Diploma or GED.

Experience: Three (3) years verifiable experience as a qualified weather observer for surface observations including two (2) years at an aviation facility. Experience to include: recording and dissemination of surface and rawinsonde observations; completion of forms in accordance with Federal, DoD, and World Meteorological Organization (WMO) guidelines; observation of local area surface and high altitude weather conditions; recording, transmitting, and archiving METAR, SPECI, Synoptic, AIREPS, and upper-air weather observations in support of the Global Climate Observing System; conducting weather training; maintaining climatological databases; operating data collection systems; performing quality control.

125. Truckdriver, Light (SCA 31361)

Education: High School Diploma or GED. Commercial Class A Drivers License.

Experience: None. Drives a truck to transport materials, equipment, or workers between establishments such as: manufacturing plants, freight depots, warehouses, or places of business. Driver may load/unload truck with or without help, refuel, make minor mechanical repairs, and keep truck in good working order.

126. Truckdriver, Heavy Truck (SCA 31363)

Education: High School Diploma or GED. Commercial Class A Drivers License.

Experience: Five (5) years of experience driving "straight trucks, over 4 tons, usually 10 wheels". Driver must also have experience in loading/unloading the truck, making minor mechanical repairs, and keeping the truck in good working order.

5252.237-9601 KEY PERSONNEL (DEC 1999)

(a) The offeror agrees to assign to this contract those key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 180 days of the contract performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 180 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days (thirty (30) days if a security clearance is to be obtained) in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this contract must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this contract must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

****Key personnel will be identified at the task order level, when applicable.***

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the contract price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above. Adding personnel will only be permitted in the event of an indefinite quantity contract, where the Government has issued a delivery order for labor hours that would exceed a normal forty hour week if performed only by the number of employees originally proposed.

Section D - Packaging and Marking

Delivery Requirements will be delineated in individual task orders.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
ALL	*	Government	*	Government

** As indicated on individual task orders.*

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-2 Alt I	Inspection Of Supplies Fixed Price (Aug 1996) - Alternate I	JUL 1985
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
ALL	*	*	*	*

** Shall be specified in individual task orders.*

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

Section G - Contract Administration Data

STANDARD PAYMENT INSTRUCTION (SPI) CLAUSES

Pursuant to the requirement at DFARS PGI 204.7108, a PGI payment clause will be cited in Section G of each order under this contract.

The funding to meet the minimum guarantee will be provided with the issuance of Task Order 9999, which is issued concurrently with the contract. The sole purpose of this order is to obligate the minimum guarantee under the basic contract. The contractor is not authorized to perform work, nor submit invoices against this order. The obligated amount of this delivery order will be de-obligated once the minimum guarantee is met by issuance of task order(s) with effort equal to or greater than the minimum guarantee stated herein.

CLAUSES INCORPORATED BY FULL TEXT**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

(End of clause)

5252.201-9201 DESIGNATION OF CONTRACTING OFFICER'S REPRESENTATIVE (MAR 2006)

- (a) The Contracting Officer hereby appoints the following individual as Contracting Officer's Representative(s) (COR) for this contract/order:

CONTRACTING OFFICER REPRESENTATIVE*

Name:

Code:

Address:

Phone Number:

E-mail:

- (b) It is emphasized that only the Contracting Officer has the authority to modify the terms of the contract, therefore, in no event will any understanding agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/If, in the opinion of the Contractor, an effort outside the existing scope of the contract is requested, the

Contractor shall promptly notify the PCO in writing. No action shall be taken by the Contractor unless the Procuring Contracting Officer (PCO) or the Administrative Contracting Officer (ACO) has issued a contractual change.

ALTERNATE CONTRACTING OFFICER REPRESENTATIVE *

Name:

Code:

Address:

Phone Number:

E-mail:

***Contracting Officer Representatives will be assigned in each individual task order.**

5252.216-9210 TYPE OF CONTRACT (DEC 1999)

This is a performance based, Indefinite Delivery/Indefinite Quantity, Cost-Plus-Fixed-Fee with provisions for Fixed-Price Incentive (firm target) and Firm-Fixed-Price orders, multiple award contract.

5252.232-9208 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (APR 2009)

(a) Invoices for services rendered under this contract shall be submitted electronically through the Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their Cage Code activated by calling 1-866-618-5988 and selecting option 2. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. WAWF Vendor "Quick Reference" Guides are located at the following web site:

http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information

(c) Cost back-up documentation (such as delivery receipts, labor hours & material/travel costs etc.) shall be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product or Adobe (.pdf files) are attachable to the invoice in WAWF. The total size limit for files per invoice is 5 megabytes. A separate copy shall be sent to the COR/TOM.

(d) Contractors approved by DCAA for direct billing will not process vouchers through DCAA, but may submit directly to DFAS. Vendors MUST still provide a copy of the invoice and any applicable cost back-up documentation supporting payment to the Acceptor/Contracting Officer's Representative (COR) if applicable. Additionally, a copy of the invoice(s) and attachment(s) at time of submission in WAWF shall also be provided to each point of contact identified in section (g) of this clause by email. If the invoice and/or receiving report are delivered in the email as an

attachment it must be provided as a .PDF, Microsoft Office product or other mutually agreed upon form between the Contracting Officer and vendor.

(e) A separate invoice will be prepared no more frequently than for every two weeks. Do not combine the payment claims for services provided under this contract.

(f) The following information is provided for completion and routing of the invoice in WAWF:

	Cost Type Orders	Fixed Price Orders
WAWF Invoice Type	Cost Voucher	2-N-1 (Services Only)
Issuing Office DODAAC	N65236	N65236
Admin DODAAC	S2404A	S2404A
Inspector DODAAC (if applicable)	N65236	N65236
Service Acceptor DODAAC or Service Approver DODAAC (Cost Voucher).	N65236	N65236
LPO Contact Information	N/A	N/A
DCAA Auditor DoDAAC :	HAA721	HAA721
Service Approver DoDAAC :	*	*
PAY DODAAC	HQ0338	HQ0338

* To be completed at the task order level.

Section H - Special Contract Requirements

ON RAMP PROVISION

In order to ensure sufficient competition remains in place for this requirement, the Government reserves the right to seek additional contract awardees using an “on ramp” procedure. “On Ramps” will allow the Government to solicit and award additional prime contracts for the performance of this requirement and ensure that competitive goals are being met. “On Ramp” solicitations and award processes will be used if bona fide competition (two or more offers) is not received in at least 85 percent of the task order competitions in the first 12 months of contract performance.

“On ramps” will involve publicizing a notice in the designated governmentwide point of entry, such as FedBizOpps. Contracts awarded under this on ramp provision will share in the ceiling and their award shall not constitute a basis of contractual adjustment for existing partners. The on ramp solicitation and any resulting contracts awarded under this provision will include the same terms and conditions, performance requirements, and contract types of this contract.. The performance period will be set out in the contracts awarded and will not exceed the remaining period of performance. The performance start date for contracts awarded under the on ramp process is anticipated to coincide with the start date of the second option year of this multiple award contract. The Government will not consider unsolicited requests for addition to the competitive pool.

5252.237-9603 REQUIRED INFORMATION ASSURANCE AND PERSONNEL SECURITY REQUIREMENTS FOR ACCESSING GOVERNMENT INFORMATION SYSTEMS AND NONPUBLIC INFORMATION (AUG 2011)

Definition. As used in this clause, “sensitive information” includes:

All types and forms of confidential business information, including financial information relating to a contractor’s

pricing, rates, or costs, and program information relating to current or estimated budgets or schedules;

Source selection information, including bid and proposal information as defined in FAR 2.101 and FAR 3.104-4, and other information prohibited from disclosure by the Procurement Integrity Act (41 USC 423);

Information properly marked as “business confidential,” “proprietary,” “procurement sensitive,” “source selection sensitive,” or other similar markings;

Other information designated as sensitive by the Space and Naval Warfare Systems Command (SPAWAR).

In the performance of the contract, the Contractor may receive or have access to information, including information in Government Information Systems and secure websites. Accessed information may include “sensitive information” or other information not previously made available to the public that would be competitively useful on current or future related procurements.

Contractors are obligated to protect and safeguard from unauthorized disclosure all sensitive information to which they receive access in the performance of the contract, whether the information comes from the Government or from third parties. The Contractor shall—

Utilize accessed information and limit access to authorized users only for the purposes of performing the services as required by the contract, and not for any other purpose unless authorized;

Safeguard accessed information from unauthorized use and disclosure, and not discuss, divulge, or disclose any accessed information to any person or entity except those persons authorized to receive the information as required by the contract or as authorized by Federal statute, law, or regulation;

Inform authorized users requiring access in the performance of the contract regarding their obligation to utilize information only for the purposes specified in the contract and to safeguard information from unauthorized use and disclosure.

Execute a “Contractor Access to Information Non-Disclosure Agreement,” and obtain and submit to the Contracting Officer a signed “Contractor Employee Access to Information Non-Disclosure Agreement” for each employee prior to assignment;

Notify the Contracting Officer in writing of any violation of the requirements in (i) through (iv) above as soon as the violation is identified, no later than 24 hours. The notice shall include a description of the violation and the proposed actions to be taken, and shall include the business organization, other entity, or individual to whom the information was divulged.

In the event that the Contractor inadvertently accesses or receives any information marked as "proprietary," "procurement sensitive," or "source selection sensitive," or that, even if not properly marked otherwise indicates the Contractor may not be authorized to access such information, the Contractor shall (i) Notify the Contracting Officer; and (ii) Refrain from any further access until authorized in writing by the Contracting Officer.

The requirements of this clause are in addition to any existing or subsequent Organizational Conflicts of Interest (OCI) requirements which may also be included in the contract, and are in addition to any personnel security or Information Assurance requirements, including Systems Authorization Access Request (SAAR-N), DD Form 2875, Annual Information Assurance (IA) training certificate, SF85P, or other forms that may be required for access to Government Information Systems.

Subcontracts. The Contractor shall insert paragraphs (a) through (f) of this clause in all subcontracts that may require access to sensitive information in the performance of the contract.

Mitigation Plan. If requested by the Contracting Officer, the contractor shall submit, within 45 calendar days following execution of the "Contractor Non-Disclosure Agreement," a mitigation plan for Government approval, which shall be incorporated into the contract. At a minimum, the mitigation plan shall identify the Contractor's plan to implement the requirements of paragraph (c) above and shall include the use of a firewall to separate Contractor personnel requiring access to information in the performance of the contract from other Contractor personnel to ensure that the Contractor does not obtain any unfair competitive advantage with respect to any future Government requirements due to unequal access to information. A "firewall" may consist of organizational and physical separation; facility and workspace access restrictions; information system access restrictions; and other data security measures identified, as appropriate. The Contractor shall respond promptly to all inquiries regarding the mitigation plan. Failure to resolve any outstanding issues or obtain approval of the mitigation plan within 45 calendar days of its submission may result, at a minimum, in rejection of the plan and removal of any system access.

CLAUSES INCORPORATED BY FULL TEXT

252.204-7008 EXPORT-CONTROLLED ITEMS (APR 2010)

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION (JAN 2008)

(a) The Contractor shall ensure that personnel accessing information systems have the proper and current information assurance certification to perform information assurance functions in accordance with DoD 8570.01-M, Information Assurance Workforce Improvement Program. The Contractor shall meet the applicable information assurance certification requirements, including--

(1) DoD-approved information assurance workforce certifications appropriate for each category and level as listed in the current version of DoD 8570.01-M; and

(2) Appropriate operating system certification for information assurance technical positions as required by DoD 8570.01-M.

(b) Upon request by the Government, the Contractor shall provide documentation supporting the information assurance certification status of personnel performing information assurance functions.

(c) Contractor personnel who do not have proper and current certifications shall be denied access to DoD information systems for the purpose of performing information assurance functions.

(End of clause)

5252.204-9202 CONTRACTOR PICTURE BADGE (DEC 1999)

- (a) A contractor picture badge may be issued to contractor personnel by the Space and Naval Warfare Systems Center upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSYSCEN prior to completion of the picture badge request.
- (b) If required, an automobile decal will be issued by the Government installation pass office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.
- (c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.
- (d) In the event an employee working under this contract resigns or is terminated the contractor shall immediately notify the Contracting Officer, the SPAWARSYSCEN Atlantic Security Branch in Charleston, SC at: 843-218-6447, leeann.marrale@navy.mil and the cognizant SPAWARSYSCEN Atlantic Technical Department through the designated COR. If an employee is absent from work for three consecutive days without explanation, the contractor shall notify the Contracting Officer, the SPAWARSYSCEN Atlantic Security Branch in Charleston at the end of the third day.
- (e) Within three business days of expiration/completion of the contract, or any notification provided pursuant to paragraph (d), the contractor shall turn in all Government issued identification credentials for applicable personnel to the SPAWAR Systems Center Atlantic Security Office nearest to the performance location identified in paragraph (a). The contractor shall also either destroy or turn in to the Security Office any automobile decals issued by the Government to applicable employees. The contractor shall provide a list of any identification credentials and automobile decals not returned with a written explanation as to why return of such items was not possible.

5252.209-9201 ORGANIZATIONAL CONFLICT OF INTEREST (SYSTEMS ENGINEERING) (DEC 1999)

- (a) This contract provides for systems engineering and related technical support for Business and Force Support portfolio. The parties recognize that by the Contractor providing this support, a potential conflict of interest arises as defined by FAR 9.505-1.
- (b) For the purpose of this clause, the term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor.
- (c) During the term of this contract and for a period of one year after completion of this contract, the Contractor agrees that it will not supply (whether as a prime contractor, subcontractor at any tier, or consultant to a supplier) to the Department of Defense, any product, item or major component of an item or product, which was the subject of the systems engineering and/or technical direction in support of * performed under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (d) The Contractor further agrees that it will not perform engineering services and technical support of the type described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The

Contractor further agrees to notify the Contracting Officer should it be tasked to conduct engineering and technical support on such products and to take no action until directed to do so by the Contracting Officer.

(e) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this Organizational Conflict of Interest clause.

**** To be completed in individual task orders.***

5252.209-9202 ORGANIZATIONAL CONFLICT OF INTEREST (SPECIFICATION PREPARATION) (DEC 1999)

(a) This contract, in whole or in part, provides for the Contractor to draft and/or furnish specifications in support of Business and Force Support portfolio. Further, this contract may task the Contractor to prepare or assist in preparing work statements that directly, predictably and without delay are used in future competitive acquisitions in support of * The parties recognize that by the Contractor providing this support a potential conflict of interest arises as defined by FAR 9.505-2.

(b) During the term of this contract and for a period of one year after completion of this contract, the Contractor agrees that it will not supply as a prime contractor, subcontractor at any tier, or consultant to a supplier to the Department of Defense, any product, item or major component of an item or product, which was the subject of the specifications and/or work statements furnished under this contract. The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.

(c) For the purposes of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate and any other successor or assignee of the contractor.

(d) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the Government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

**** To be completed in individual task orders.***

5252.209-9203 ORGANIZATIONAL CONFLICT OF INTEREST (ACCESS TO PROPRIETARY INFORMATION) (DEC 1999)

- (a) This contract provides for the Contractor to provide technical evaluation and/or advisory and assistance services in support of the Transport and Computing Infrastructure portfolio. The parties recognize that by the Contractor providing this support, (* _____) a potential conflict of interest arises as described by FAR 9.505-3 and FAR 9.505-4.
- (b) For the purpose of this clause, the term “contractor” means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor or assignee of the contractor.
- (c) The Contractor agrees to execute agreements with companies furnishing proprietary data in connection with work performed under this contract, which obligates the Contractor to protect such data from unauthorized use or disclosure so long as such data remains proprietary, and to furnish copies of such agreements to the Contracting Officer. The Contractor further agrees that such proprietary data shall not be used in performing additional work for the Department of Defense in the same field as work performed under this contract whether as a prime, consultant or subcontractor at any tier.
- (d) The contractor shall, within 15 days after the effective date of this contract, provide, in writing, to the Contracting Officer, a representation that all employees, agents and subcontractors involved in the performance of this contract have been informed of the provisions of this clause. Any subcontractor that performs any work relative to this contract shall be subject to this clause. The contractor agrees to place in each subcontract affected by these provisions the necessary language contained in this clause.
- (e) The Contractor further agrees that it will not perform technical evaluations as described in the SOW for any product it has designed, developed, or manufactured in whole or in part. The Contractor further agrees to notify the Contracting Officer should it be tasked to conduct such technical evaluations on such products and to take no action unless directed to do so by the Contracting Officer.
- (f) The Contractor acknowledges the full force and effect of this clause. It agrees to be bound by its terms and conditions and understands that violation of this clause may, in the judgment of the Contracting Officer, be cause for Termination for Default under FAR 52.249-6. The Contractor also acknowledges that this does not represent the sole and exclusive remedy available to the government in the event the Contractor breaches this or any other Organizational Conflict of Interest clause.

**To be completed in individual task orders*

5252.209-9204 EXISTING ORGANIZATIONAL CONFLICT OF INTEREST (FEB 1999)

(a) Definitions.

- (1) “Contractor” means the firm signing this contract.
- (2) “Supplier” means a firm, or a firm’s subsidiaries, its parent corporation or subsidiary of the parent corporation, that is engaged in, or having a known prospective interest in the furnishing of * in support of which, tasks will be performed under this contract.
- (3) “Affiliates” means employees, directors, partners, participants in joint ventures, parent corporation, parent corporation subsidiaries, any entity into or with which the contractor may subsequently merge or affiliate, any other successor or assignee of the prime contractor and subcontractors.
- (4) “Interest” means direct or indirect business or financial interest.

(b) Warranty Against Existing Conflict of Interest. The contractor warrants that neither it nor its affiliates have any contracts with, or any material or substantial interests in the hardware or software suppliers. For any breach of this warranty, the Government shall have the right to rescind this contract without liability or, at its discretion, terminate this contract for default. In such circumstances, the contractor shall not be entitled to reimbursement of any cost incurred in

performing this contract or payment of any fee thereunder. Further, such shall not be allocable or chargeable, directly or indirectly, to any other contract with the Government.

**** To be determined in individual task orders.***

5252.209-9205 ORGANIZATIONAL CONFLICT OF INTEREST (DEC 2004)

(a) Definition.

“Support Services” includes, but is not limited to, program management support services, preparing program budget submissions, business financial reporting or accounting services or, advisory and assistance services including consultant services.

(b) The Contracting Officer has determined that potentially significant organizational conflicts of interest may arise due to the nature of the work the Contractor will perform under this contract that may preclude the Contractor from being awarded future SPAWAR contracts in a related area. Whereas the Contractor has agreed to undertake this contract to provide “support services”, it is agreed that the Contractor shall be ineligible to act as a prime contractor, consultant, or subcontractor to any prime contractor or subcontractor at any tier who is to supply the services, system or major components thereof for any project where the Contractor has provided or is providing support as described in FAR 9.505-1 through 9.505-4. The Contracting Officer may make a determination to allow a company to participate in an acquisition subject to the submission of an acceptable mitigation plan in accordance with paragraph (d) and (e) below. This determination may not be appealed.

(c) (1) If the Contracting Officer requests, and the Contractor submits an organizational conflict of interest mitigation plan that, after Government review is acceptable to the Government, the Contractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a subcontractor or consultant on future SPAWAR contracts. The Government’s determination regarding the adequacy of the mitigation plan or the possibility of mitigation are unilateral decisions made solely at the discretion of the Government and are not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(2) Any mitigation plan shall include, at a minimum, non-disclosure agreements to be executed by the Contractor and the Contractor’s employees supporting the Government per paragraph (c) above. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); and data security measures.

(d) These restrictions shall apply to * This clause shall remain in effect for one year after completion of this contract.

(e) The Contractor shall apply this clause to any subcontractors or consultants, who have access to information, participate in the development of data, or participate in any other activity related to this contract which is subject to terms of this clause at the prime contractor level, unless the Contractor includes an acceptable alternate subcontractor provision in its mitigation plan. For subcontractors or consultants under this contract, if an organizational conflict of interest mitigation plan is submitted and acceptable to the Government, the subcontractor’s parent corporation, subsidiaries, or other physically separate profit and loss centers may not be precluded from acting as a prime, subcontractor, or consultant on future SPAWAR contracts.

5252.209-9206 EMPLOYMENT OF NAVY PERSONNEL RESTRICTED (DEC 1999)

In performing this contract, the Contractor will not use as a consultant or employ (on either a full or part-time basis) any active duty Navy personnel (civilian or military) without the prior approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no law and no DOD or Navy instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

(End of clause)

5252.216-9213 TYPES OF TASK OR DELIVERY ORDERS (DEC 1999)

The following types of task or delivery orders may be issued under this contract:

- a) A cost-plus-fixed-fee (CPFF) level of effort (LOE) task order will be issued when the scope of work is defined in general terms requiring only that the contractor devote a specified LOE for a stated time period.
- b) A cost-plus-fixed-fee (CPFF) completion task order will be issued when the scope of work defines a definite goal or target which leads to an end product deliverable (e.g., a final report of research accomplishing the goal or target).
- c) A firm-fixed-price (FFP) delivery order will be issued when acquiring supplies or services on the basis of definite or detailed specifications and fair and reasonable prices can be established at the outset.
- d) A fixed-price incentive (FPI) target delivery order will be issued when acquiring supplies or services on the basis of reasonably definite or detailed specifications and cost can be reasonably predicted at the outset wherein the cost risk will be shared. A firm target cost, target profit, and profit adjustment formula will be negotiated to provide a fair and reasonable incentive and a ceiling that provides for the contractor to assume an appropriate share of the risk.

5252.217-9201 CONTRACT MAXIMUM AMOUNT (DEC 1999)

During the life of this contract, the total maximum dollar amount available for placement under task orders is cumulative with each option exercise, and unexpended balances may be used in succeeding option years.

(End of clause)

5252.222-9600 WAGE DETERMINATION APPLICABLE, SERVICE CONTRACT ACT

Attachment 3 incorporated herein sets forth the applicable Service Contract Act Wage Determination by the Secretary of Labor.

5252.227-9207 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (APRIL 2010)

- (a) Definition.

“Confidential Business Information,” (Information) as used in this clause, is defined as all forms and types of financial, business, economic or other types of information other than technical data or computer software/computer software documentation, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such Information secret, and (2) the Information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Information does not include technical data, as that term is defined in DFARS 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). Similarly, Information does not include computer software/computer software documentation, as those terms are defined in DFARS 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors Information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Information that would ordinarily be entitled to confidential treatment may be included in the Information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its Information, but only for purposes as described in paragraph (c) of this clause.

(c) Circumstances where SPAWAR may release the contractor’s or subcontractors’ Information include the following:

- (1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing Information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout; and,
- (2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such Information. SPAWAR will permit the limited release of Information under paragraphs (c)(1) and (c)(2) only under the following conditions:

- (1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1) and (c)(2);
- (2) Access to Information is restricted to individuals with a bona fide need to possess;
- (3) Contractors and their subcontractors having access to Information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to the Information that would be provided by SPAWAR employees. Such contract terms or separate corporate non-disclosure agreement shall require the contractors and subcontractors to train their employees on how to properly handle the Information to which they will have access, and to have their employees sign company non disclosure agreements certifying that they understand the sensitive nature of the Information and that unauthorized use of the Information could expose their company to significant liability. Copies of such employee non disclosure agreements shall be provided to the Government;
- (4) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1) or (c)(2) have agreed under their contract or a separate non-disclosure agreement to not use the Information for any purpose other than performing the tasks described in paragraphs (c)(1) and (c)(2); and,
- (5) Before releasing the Information to a non-Government person to perform the tasks described in paragraphs (c)(1) and (c)(2), SPAWAR shall provide the contractor a list of the company names to which access is being granted, along with a Point of Contact for those entities.

(e) SPAWAR’s responsibilities under the Freedom of Information Act are not affected by this clause.

(f) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of Information.

(End of clause)

5252.231-9200 REIMBURSEMENT OF TRAVEL COSTS (JAN 2006)**(a) Contractor Request and Government Approval of Travel**

Any travel under this contract must be specifically requested in writing, by the contractor prior to incurring any travel costs. If this contract is a definite or indefinite delivery contract, then the written Government authorization will be by task/delivery orders issued by the Ordering Officer or by a modification to an issued task/delivery order. If this contract is not a definite or indefinite delivery contract, then the written Government authorization will be by written notice of approval from the Contracting Officer's Representative (COR). The request shall include as a minimum, the following:

- (1) Contract number
- (2) Date, time, and place of proposed travel
- (3) Purpose of travel and how it relates to the contract
- (4) Contractor's estimated cost of travel
- (5) Name(s) of individual(s) traveling and;
- (6) A breakdown of estimated travel and per diem charges.

(b) General

(1) The costs for travel, subsistence, and lodging shall be reimbursed to the contractor only to the extent that it is necessary and authorized for performance of the work under this contract. The costs for travel, subsistence, and lodging shall be reimbursed to the contractor in accordance with the Federal Acquisition Regulation (FAR) 31.205-46, which is incorporated by reference into this contract. As specified in FAR 31.205-46(a) (2), reimbursement for the costs incurred for lodging, meals and incidental expenses (as defined in the travel regulations cited subparagraphs (b)(1)(i) through (b)(1)(iii) below) shall be considered to be reasonable and allowable only to the extent that they do not exceed on a daily basis the maximum per diem rates in effect at the time of travel as set forth in the following:

(i) Federal Travel Regulation prescribed by the General Services Administration for travel in the contiguous 48 United States;

(ii) Joint Travel Regulation, Volume 2, DoD Civilian Personnel, Appendix A, prescribed by the Department of Defense for travel in Alaska, Hawaii, The Commonwealth of Puerto Rico, and the territories and possessions of the United States; or

(iii) Standardized Regulations, (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances in Foreign Areas" prescribed by the Department of State, for travel in areas not covered in the travel regulations cited in subparagraphs (b)(1)(i) and (b)(1)(ii) above.

(2) Personnel in travel status from and to the contractor's place of business and designated work site or vice versa, shall be considered to be performing work under the contract, and contractor shall bill such travel time at the straight (regular) time rate; however, such billing shall not exceed eight hours per person for any one person while in travel status during one calendar day.

(c) Per Diem

(1) The contractor shall not be paid per diem for contractor personnel who reside in the metropolitan area in which the tasks are being performed. Per diem shall not be paid on services performed at contractor's home facility

and at any facility required by the contract, or at any location within a radius of 50 miles from the contractor's home facility and any facility required by this contract.

(2) Costs for subsistence and lodging shall be paid to the contractor only to the extent that overnight stay is necessary and authorized in writing by the Government for performance of the work under this contract per paragraph (a). When authorized, per diem shall be paid by the contractor to its employees at a rate not to exceed the rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and authorized in writing by the Government. The authorized per diem rate shall be the same as the prevailing locality per diem rate.

(3) Reimbursement to the contractor for per diem shall be limited to payments to employees not to exceed the authorized per diem and as authorized in writing by the Government per paragraph (a). Fractional parts of a day shall be payable on a prorated basis for purposes of billing for per diem charges attributed to subsistence on days of travel. The departure day from the Permanent Duty Station (PDS) and return day to the PDS shall be 75% of the applicable per diem rate. The contractor shall retain supporting documentation for per diem paid to employees as evidence of actual payments, as required by the FAR 52.216-7 "Allowable Cost and Payment" clause of the contract.

(d) Transportation

(1) The contractor shall be paid on the basis of actual amounts paid to the extent that such transportation is necessary for the performance of work under the contract and is authorized in writing by the Government per paragraph (a).

(2) The contractor agrees, in the performance of necessary travel, to use the lowest cost mode commensurate with the requirements of the mission and in accordance with good traffic management principles. When it is necessary to use air or rail travel, the contractor agrees to use coach, tourist class or similar accommodations to the extent consistent with the successful and economical accomplishment of the mission for which the travel is being performed. Documentation must be provided to substantiate non-availability of coach or tourist if business or first class is proposed to accomplish travel requirements.

(3) When transportation by privately owned conveyance (POC) is authorized, the contractor shall be paid on a mileage basis not to exceed the applicable Government transportation rate specified in the travel regulations cited in FAR 31.205-46(a)(2) and is authorized in writing by the Government per paragraph (a).

(4) When transportation by privately owned (motor) vehicle (POV) is authorized, required travel of contractor personnel, that is not commuting travel, may be paid to the extent that it exceeds the normal commuting mileage of such employee. When an employee's POV is used for travel between an employee's residence or the Permanent Duty Station and one or more alternate work sites within the local area, the employee shall be paid mileage for the distance that exceeds the employee's commuting distance.

(5) When transportation by a rental automobile, other special conveyance or public conveyance is authorized, the contractor shall be paid the rental and/or hiring charge and operating expenses incurred on official business (if not included in the rental or hiring charge). When the operating expenses are included in the rental or hiring charge, there should be a record of those expenses available to submit with the receipt. Examples of such operating expenses include: hiring charge (bus, streetcar or subway fares), gasoline and oil, parking, and tunnel tolls.

(6) Definitions:

(i) "Permanent Duty Station" (PDS) is the location of the employee's permanent work assignment (i.e., the building or other place where the employee regularly reports for work.

(ii) "Privately Owned Conveyance" (POC) is any transportation mode used for the movement of persons from place to place, other than a Government conveyance or common carrier, including a conveyance loaned for a charge to, or rented at personal expense by, an employee for transportation while on travel when such rental conveyance has not been authorized/approved as a Special Conveyance.

(iii) “Privately Owned (Motor) Vehicle (POV)” is any motor vehicle (including an automobile, light truck, van or pickup truck) owned by, or on a long-term lease (12 or more months) to, an employee or that employee’s dependent for the primary purpose of providing personal transportation, that:

- (a) is self-propelled and licensed to travel on the public highways;
- (b) is designed to carry passengers or goods; and
- (c) *has four or more wheels or is a motorcycle or moped.*

(iv) “Special Conveyance” is commercially rented or hired vehicles other than a POC and other than those owned or under contract to an agency.

(v) “Public Conveyance” is local public transportation (e.g., bus, streetcar, subway, etc) or taxicab.

(iv) “Residence” is the fixed or permanent domicile of a person that can be reasonably justified as a bona fide residence.

EXAMPLE 1: Employee’s one way commuting distance to regular place of work is 7 miles. Employee drives from residence to an alternate work site, a distance of 18 miles. Upon completion of work, employee returns to residence, a distance of 18 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (14 miles). The employee is reimbursed for 22 miles ($18 + 18 - 14 = 22$).

EXAMPLE 2: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives from residence to an alternate work site, a distance of 5 miles. Upon completion of work, employee returns to residence, a distance of 5 miles.

In this case, the employee is not entitled to be reimbursed for the travel performed (10 miles), since the distance traveled is less than the commuting distance (30 miles) to the regular place of work.

EXAMPLE 3: Employee’s one way commuting distance to regular place of work is 15 miles. Employee drives to regular place of work. Employee is required to travel to an alternate work site, a distance of 30 miles. Upon completion of work, employee returns to residence, a distance of 15 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (30 miles). The employee is reimbursed for 30 miles ($15 + 30 + 15 - 30 = 30$).

EXAMPLE 4: Employee’s one way commuting distance to regular place of work is 12 miles. In the morning the employee drives to an alternate work site (45 miles). In the afternoon the employee returns to the regular place of work (67 miles). After completion of work, employee returns to residence, a distance of 12 miles.

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal round trip commuting distance (24 miles). The employee is reimbursed for 100 miles ($45 + 67 + 12 - 24 = 100$).

EXAMPLE 5: Employee’s one way commuting distance to regular place of work is 35 miles. Employee drives to the regular place of work (35 miles). Later, the employee drives to alternate work site #1 (50 miles) and then to alternate work site #2 (25 miles). Employee then drives to residence (10 miles).

In this case, the employee is entitled to be reimbursed for the distance that exceeds the normal commuting distance (70 miles). The employee is reimbursed for 50 miles ($35 + 50 + 25 + 10 - 70 = 50$).

EXAMPLE 6: Employee's one way commuting distance to regular place of work is 20 miles. Employee drives to the regular place of work (20 miles). Later, the employee drives to alternate work site #1 (10 miles) and then to alternate work site #2 (5 miles). Employee then drives to residence (2 miles).

In this case, the employee is not entitled to be reimbursed for the travel performed (37 miles), since the distance traveled is less than the commuting distance (40 miles) to the regular place of work.

5252.232-9206 SEGREGATION OF COSTS (DEC 2003)

(a) The Contractor agrees to segregate costs incurred under this contract at the lowest level of performance, either task or subtask, rather than on a total contract basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in Section B and/or Section G of the contract or in the task or delivery order that authorizes work. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA:

- (1) to the Contracting Officer's Representative or the Technical Representative of the Contracting Officer, and
- (2) to the Procuring Contracting Officer.

5252.237-9602 CONTRACTOR IDENTIFICATION (MAY 2004)

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor personnel and their subcontractors must identify themselves as contractors or subcontractors during meetings, telephone conversations, in electronic messages, or correspondence related to this contract.

(c) Contractor-occupied facilities (on Department of the Navy or other Government installations) such as offices, separate rooms, or cubicles must be clearly identified with Contractor supplied signs, name plates or other identification, showing that these are work areas for Contractor or subcontractor personnel.

(End of clause)

5252.243-9600 AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER (JAN 1992)

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this contract shall constitute a change under the Changes clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

*Contracting Officer, Code 2231
Space and Naval Warfare Systems Center Atlantic
P.O. Box 190022
North Charleston, SC 29419-9022
Telephone No.: (843) 218-5931*

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL 2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
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52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
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52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21 Alt III	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data--Modifications (Oct 2010) - Alternate III	OCT 1997
52.215-23	Limitations on Pass-Through Charges	OCT 2009
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52.219-14	Limitations On Subcontracting	DEC 1996
52.219-28	Post-Award Small Business Program Rerepresentation	APR 2009
52.222-2	Payment For Overtime Premiums	JUL 1990

52.222-3	Convict Labor	JUN 2003
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52.222-26	Equal Opportunity	MAR 2007
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52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
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52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
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52.227-3	Patent Indemnity	APR 1984
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52.228-3	Worker's Compensation Insurance (Defense Base Act)	APR 1984
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52.228-5	Insurance - Work On A Government Installation	JAN 1997
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52.233-3	Protest After Award	AUG 1996
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52.243-2 Alt II	Changes--Cost Reimbursement (Aug 1987) - Alternate II	APR 1984
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252.203-7003	Agency Office of the Inspector General	SEP 2010
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	SEP 2007
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2006
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7006	Radio Frequency Identification	FEB 2007
252.215-7000	Pricing Adjustments	DEC 1991

252.222-7002	Compliance With Local Labor Laws (Overseas)	JUN 1997
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 1993
252.223-7008	Prohibition of Hexavalent Chromium	MAY 2011
252.225-7001	Buy American Act And Balance Of Payments Program	JAN 2009
252.225-7002	Qualifying Country Sources As Subcontractors	APR 2003
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	JAN 2011
252.225-7012	Preference For Certain Domestic Commodities	JUN 2010
252.225-7013	Duty-Free Entry	DEC 2009
252.225-7015	Restriction on Acquisition of Hand Or Measuring Tools	JUN 2005
252.225-7016	Restriction On Acquisition Of Ball and Roller Bearings	JUN 2011
252.225-7028	Exclusionary Policies And Practices Of Foreign Government	APR 2003
252.225-7041	Correspondence in English	JUN 1997
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	MAR 2006
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	MAR 2011
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	MAR 2011
252.227-7015	Technical Data--Commercial Items	MAR 2011
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAR 2011
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999
252.228-7003	Capture and Detention	DEC 1991
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.235-7004	Protection of Human Subjects	JUL 2009
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	NOV 2010
252.237-7019	Training for Contractor Personnel Interacting with Detainees	SEP 2006
252.242-7005	Contractor Business Systems	MAY 2011
252.242-7006	Accounting System Administration	MAY 2011
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2010
252.244-7001	Contractor Purchasing System Administration	MAY 2011

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	FEB 2011
252.245-7002	Reporting Loss of Government Property	FEB 2011
252.245-7003	Contractor Property Management System Administration	MAY 2011
252.246-7001	Warranty Of Data	DEC 1991
252.246-7001 Alt I	Warranty Of Data (Dec 1991) - Alternate I	DEC 1991
252.246-7001 Alt II	Warranty Of Data (Dec 1991) - Alternate II	DEC 1991

CLAUSES INCORPORATED BY FULL TEXT

52.209-9 Updates of Publicly Available Information Regarding Responsibility Matters (JAN 2011)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database at <http://www.ccr.gov>.

(b)(1) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(2) The Contractor will have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3)(i) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(ii) As required by section 3010 of Public Law 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(End of clause)

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA OR INFORMATION OTHER THAN CERTIFIED COST OR PRICING DATA--MODIFICATIONS (OCT 2010)--ALTERNATE I (OCT 2010)

(a) Exceptions from certified cost or pricing data.

(1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items.

(A) If--

(1) The original contract or subcontract was granted an exception from certified cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for certified cost or pricing data. If the Contractor is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The Contractor shall submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments prepared in the following format: [Insert description of the data and format that are required and include access to records necessary to permit an adequate evaluation of the proposed price in accordance with 15.408, Table 15-2, Note 2. The description may be inserted at the time of issuing the solicitation, or the Contracting Officer may specify that the offeror's format will be acceptable, or the description may be inserted as the result of negotiations.]

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 180 days after expiration of the contract.

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to the expiration of the contract.

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years unless FAR 52.217-8 is activated.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

SCA Category	Code	Employee Class
Accounting Clerk I	(SCA 01011)	GS-3
Accounting Clerk II	(SCA 01012)	GS-4
Accounting Clerk III	(SCA 01013)	GS-5
Administrative Assistant	SCA 01020)	GS-7
Data Entry Operator I	(SCA 01051)	GS-2
Data Entry Operator II	(SCA 01052)	GS-3
Dispatcher	(SCA 01060)	GS-5
General Clerk I	(SCA 01111)	GS-2
General Clerk II	(SCA 01112)	GS-3
General Clerk III	(SCA 01113)	GS-4
Production Control Clerk	(SCA 01270)	GS-6
Secretary I	(SCA 01311)	GS-4
Secretary II	SCA 01312)	GS-5
Secretary III	(SCA 01313)	GS-6
Supply Technician	(SCA 01410)	GS-7
Word Processor I	(SCA 01611)	GS-3
Word Processor II	(SCA 01612)	GS-4
Word Processor III	(SCA 01613)	GS-5
Radiator Repair Specialist	(SCA 05340)	WG-8
Illustrator I	(SCA 13041)	GS-5
Illustrator II	(SCA 13042)	GS-7
Illustrator III	(SCA 13043)	GS-9
Computer Operator I	(SCA 14041)	GS-4
Computer Operator II	(SCA 14042)	GS-5
Computer Operator III	(SCA 14043)	GS-6
Computer Operator IV	(SCA 14044)	GS-7
Computer Operator V	(SCA 14045)	GS-8
Computer Programmer I	SCA 14071)	GS-5
Computer Programmer II	(SCA 14072)	GS-7
Computer Programmer III	(SCA 14073)	GS-9
Computer Programmer IV	(SCA 14074)	GS-11
Computer Systems Analyst I	(SCA 14101)	GS-9
Computer Systems Analyst II	(SCA 14102)	GS-11
Computer Systems Analyst III	(SCA 14103)	GS-12
Graphics Artist	(SCA 15080)	GS-9
Technical Instructor	(SCA 15090)	GS-7
Technical Instructor/Course Developer	(SCA 15095)	GS-9
Machine – Tool Operator	(SCA 19010)	WG-9
Material Coordinator	(SCA 21030)	WG-13
Material Expediter	(SCA 21040)	WG-7
Material Handling Laborer	(SCA 21050)	WG-2

Shipping and Receiving Clerk	(SCA 21130)	WG-4
Stock Clerk	(SCA 21150)	WG-4
Warehouse Specialist	(SCA 21410)	WG-5
Electrician, Maintenance	(SCA 23160)	WG-10
Electronics Technician I	(SCA 23181)	WG-8
Electronics Technician II	(SCA 23182)	WG-9
Electronics Technician III	(SCA 23183)	WG-10
General Maintenance Worker	(SCA 23370)	WG-8
HVAC Mechanic	(SCA 23410)	WG-10
Heavy Equipment Operator	(SCA 23440)	WG-10
Laborer	(SCA 23470)	WG-2
Machinery Maintenance Mechanic	(SCA 23530)	WG-10
Machinist, Maintenance	(SCA 23550)	WG-10
Maintenance Trades Helper	(SCA 23580)	WG-5
Painter, Maintenance	(SCA 23760)	WG-9
Pipefitter, Maintenance	(SCA 23790)	WG-10
Rigger	(SCA 23850)	WG-10
Sheet-Metal Worker, Maintenance	(SCA 23890)	WG-10
Welder	(SCA 23960)	WG-10
Alarm Monitor	(SCA 27004)	GS-5
Air Traffic Control Specialist, Station	(SCA 30011)	GS-9
Air Traffic Control Specialist, Terminal	(SCA 30012)	GS-10
Civil Engineering Technician	(SCA 30040)	GS-7
Drafter/CAD Operator I	(SCA 30061)	GS-4
Drafter/CAD Operator II	(SCA 30062)	GS-5
Drafter/CAD Operator III	(SCA 30063)	GS-6
Drafter/CAD Operator IV	(SCA 30064)	GS-8
Engineering Technician I	(SCA 30081)	GS-3
Engineering Technician II	(SCA 30082)	GS-4
Engineering Technician III	(SCA 30083)	GS-5
Engineering Technician IV	(SCA 30084)	GS-7
Engineering Technician V	(SCA 30085)	GS-9
Engineering Technician VI	(SCA 30086)	GS-11
Weather Observer, Senior	(SCA 30621)	GS-7
Truckdriver, Light	(SCA 31361)	WG-6
Truckdriver, Heavy Truck	(SCA 31363)	WG-8

(a) The Contractor shall notify the Contracting Officer or designee, in writing, 60 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either (1) radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or (2) other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries. Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107).

* The Contracting Officer shall insert the number of days required in advance of delivery of the item or completion of the servicing to assure that required licenses are obtained and appropriate personnel are notified to institute any necessary safety and health precautions. See FAR 23.601(d).

(b) If there has been no change affecting the quantity of activity, or the characteristics and composition of the radioactive material from deliveries under this contract or prior contracts, the Contractor may request that the Contracting Officer or designee waive the notice requirement in paragraph (a) of this clause. Any such request shall-

(1) Be submitted in writing;

(2) State that the quantity of activity, characteristics, and composition of the radioactive material have not changed; and

(3) Cite the contract number on which the prior notification was submitted and the contracting office to which it was submitted.

(c) All items, parts, or subassemblies which contain radioactive materials in which the specific activity is greater than 0.002 microcuries per gram or activity per item equals or exceeds 0.01 microcuries, and all containers in which such items, parts or subassemblies are delivered to the Government shall be clearly marked and labeled as required by the latest revision of MIL-STD 129 in effect on the date of the contract.

(d) This clause, including this paragraph (d), shall be inserted in all subcontracts for radioactive materials meeting the criteria in paragraph (a) of this clause.

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

“WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.”-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (AUG 2010)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the ----- [Contracting Officer insert day as prescribed by agency head; if not prescribed, insert ``30th"] day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend

performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost, stolen, damaged or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
 - (2) The date of the request for performance-based payment;
 - (3) The contract number and/or other identifier of the contract or order under which the request is made;
 - (4) Such information and documentation as is required by the contract's description of the basis for payment; and
 - (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.
- (m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and
- (5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

52.232-36 PAYMENT BY THIRD PARTY (FEB 2010)

(a) General.

- (1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.
- (2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the Central Contractor Registration (CCR) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the CCR subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940, as amended, 31 U.S.C. 3727, 41 U.S.C. 15.

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

(a) Definitions. As used in this clause--

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

Any subcontractor who will be performing direct labor hours requires approval that are not approved at the time of award.

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

(b)(4)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

<https://www.acquisition.gov/far>

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

252.211-7003 ITEM IDENTIFICATION AND VALUATION (JUN 2011)

(a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent" means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD unique item identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

(1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;

(2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and

(3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a non-repeatable identifier to an enterprise (i.e., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, or Defense Logistics Information System (DLIS) Commercial and Government Entity (CAGE) Code).

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise (e.g., Dun & Bradstreet's Data Universal Numbering System (DUNS) Number, GS1 Company Prefix, Allied Committee 135 NATO Commercial and Government Entity (NCAGE)/Commercial and Government Entity (CAGE) Code, or the Coded Representation of the North American Telecommunications Industry Manufacturers, Suppliers, and Related Service Companies (ATIS-0322000) Number), European Health Industry Business Communication Council (EHIBCC) and Health Industry Business Communication Council (HIBCC)), as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at <http://www.nen.nl/web/Normen-ontwikkelen/ISOIEC-15459-Issuing-Agency-Codes.htm>.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier.

(1) The Contractor shall provide a unique item identifier for the following:

(i) All delivered items for which the Government's unit acquisition cost is \$5,000 or more.

(ii) The following items for which the Government's unit acquisition cost is less than \$5,000:

Contract line, subline, or exhibit line

item No. Item description

**** To be determined in individual task orders.***

(iii) Subassemblies, components, and parts embedded within delivered items as specified in Attachment Number ----.

(2) The unique item identifier and the component data elements of the DoD unique item identification shall not change over the life of the item.

(3) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The encoded data elements (except issuing agency code) of the unique item identifier are marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology--Transfer Syntax for High Capacity Automatic Data Capture Media.

(4) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent; and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in the version of MIL-STD-130, Identification Marking of U.S. Military Property, cited in the contract Schedule.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires unique item identification under paragraph (c)(1)(i) or (ii) of this clause, in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, either as part of, or associated with, the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

(2) Unique item identifier of the embedded subassembly, component, or part.

(3) Unique item identifier type.**

(4) Issuing agency code (if concatenated unique item identifier is used).**

(5) Enterprise identifier (if concatenated unique item identifier is used).**

(6) Original part number (if there is serialization within the original part number).**

(7) Lot or batch number (if there is serialization within the lot or batch number).**

(8) Current part number (optional and only if not the same as the original part number).**

(9) Current part number effective date (optional and only if current part number is used).**

(10) Serial number (if concatenated unique item identifier is used).**

(11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause in accordance with the data submission procedures at http://www.acq.osd.mil/dpap/pdi/uid/data_submission_information.html.

(g) Subcontracts. If the Contractor acquires by subcontract, any item(s) for which unique item identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s).

252.211-7007 REPORTING OF GOVERNMENT-FURNISHED EQUIPMENT IN THE DOD ITEM UNIQUE IDENTIFICATION (IUID) REGISTRY (NOV 2008)

(a) Definitions. As used in this clause--

2D data matrix symbol means the 2-dimensional Data Matrix ECC 200 as specified by International Standards Organization/International Electrotechnical Commission (ISO/IEC) Standard 16022: Information Technology--International Symbolology Specification--Data Matrix.

Acquisition cost, for Government-furnished equipment, means the amount identified in the contract, or in the absence of such identification, the item's fair market value.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; e.g., the enterprise identifier along with the contractor's property internal identification, i.e., tag number is recognized as the serial number; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Equipment means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use.

Government-furnished equipment means an item of special tooling, special test equipment, or equipment, in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor (including subcontractors and alternate locations) for the performance of a contract.

Item means equipment, special tooling, or special test equipment, to include such equipment, special tooling, or special test equipment that is designated as serially managed, mission essential, sensitive, or controlled inventory (if previously identified as such in accordance with the terms and conditions of the contract).

Item unique identification (IUID) means a system of assigning, reporting, and marking DoD property with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items.

IUID Registry means the DoD data repository that receives input from both industry and Government sources and provides storage of, and access to, data that identifies and describes tangible Government personal property.

Material means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, or special test equipment.

Reparable means an item, typically in unserviceable condition, furnished to the Contractor for maintenance, repair, modification, or overhaul.

Sensitive item means an item potentially dangerous to public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

Serially managed item means an item designated by DoD to be uniquely tracked, controlled, or managed in maintenance, repair, and/or supply systems by means of its serial number.

Special test equipment means either single or multipurpose integrated test units engineered, designed, fabricated, or modified to accomplish special purpose testing in performing a contract. It consists of items or assemblies of equipment including foundations and similar improvements necessary for installing special test equipment, and standard or general purpose items or components that are interconnected and interdependent so as to become a new functional entity for special testing purposes. Special test equipment does not include material, special tooling, real property, or equipment items used for general testing purposes, or property that with relatively minor expense can be made suitable for general purpose use.

Special tooling means jigs, dies, fixtures, molds, patterns, taps, gauges, and all components of these items, including foundations and similar improvements necessary for installing special tooling, and which are of such a specialized nature that without substantial modification or alteration their use is limited to the development or production of particular supplies or parts thereof or to the performance of particular services. Special tooling does not include material, special test equipment, real property, equipment, machine tools, or similar capital items.

Unique item identifier (UII) means a set of data elements permanently marked on an item that is globally unique and unambiguous and never changes, in order to provide traceability of the item throughout its total life cycle. The term includes a concatenated UII or a DoD recognized unique identification equivalent.

Virtual UII means the UII data elements assigned to an item that is not marked with a DoD compliant 2D data matrix symbol, e.g., enterprise identifier, part number, and serial number; or the enterprise identifier along with the Contractor's property internal identification, i.e., tag number.

(b) Requirement for item unique identification of Government-furnished equipment. Except as provided in paragraph (c) of this clause--

(1) Contractor accountability and management of Government-furnished equipment shall be performed at the item level; and

(2) Unless provided by the Government, the Contractor shall establish a virtual UII or a DoD recognized unique identification for items that are--

(i) Valued at \$5,000 or more in unit acquisition cost; or

(ii) Valued at less than \$5,000 in unit acquisition cost and are serially managed, mission essential, sensitive, or controlled inventory, as identified in accordance with the terms and conditions of the contract.

(c) Exceptions. Paragraph (b) of this clause does not apply to--

(1) Government-furnished material;

(2) Reparables;

(3) Contractor-acquired property;

(4) Property under any statutory leasing authority;

(5) Property to which the Government has acquired a lien or title solely because of partial, advance, progress, or performance-based payments;

(6) Intellectual property or software; or

(7) Real property.

(d) Procedures for establishing UIIs. To permit reporting of virtual UIIs to the DoD IUID Registry, the Contractor's property management system shall enable the following data elements in addition to those required by paragraph (f)(1)(iii) of the Government Property clause of this contract (FAR 52.245-1):

(1) Parent UII.

(2) Concatenated UII.

(3) Received/Sent (shipped) date.

(4) Status code.

(5) Current part number (if different from the original part number).

(6) Current part number effective date.

(7) Category code ("E" for equipment).

(8) Contract number.

(9) Commercial and Government Entity (CAGE) code.

(10) Mark record.

(i) Bagged or tagged code (for items too small to individually tag or mark).

(ii) Contents (the type of information recorded on the item, e.g., item internal control number).

(iii) Effective date (date the mark is applied).

(iv) Added or removed code/flag.

(v) Marker code (designates which code is used in the marker identifier, e.g., D=CAGE, UN=DUNS, LD=DODAAC).

(vi) Marker identifier, e.g., Contractor's CAGE code or DUNS number.

(vii) Medium code; how the data is recorded, e.g., barcode, contact memory button.

(viii) Value, e.g., actual text or data string that is recorded in its human readable form.

(ix) Set (used to group marks when multiple sets exist); for the purpose of this clause, this defaults to ``one (1)''.

(e) Procedures for updating the DoD IUID Registry. The Contractor shall update the DoD IUID Registry at <https://www.bpn.gov/iuid> for changes in status, mark, custody, or disposition of items--

(1) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor;

(2) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract as determined by the Government property administrator, including reasonable inventory adjustments;

(3) Disposed of; or

(4) Transferred to a follow-on or other contract.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from date of contract award through one year thereafter unless terminated in accordance with the provisions herein.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

252.222-7000 RESTRICTIONS ON EMPLOYMENT OF PERSONNEL (MAR 2000)

(a) The Contractor shall employ, for the purpose of performing that portion of the contract work in *, individuals who are residents thereof and who, in the case of any craft or trade, possess or would be able to acquire promptly the necessary skills to perform the contract.

(b) The Contractor shall insert the substance of this clause, including this paragraph (b), in each subcontract awarded under this contract.

**** To be determined in individual task orders.***

252.225-7027 RESTRICTION ON CONTINGENT FEES FOR FOREIGN MILITARY SALES (APR 2003)

(a) Except as provided in paragraph (b) of this clause, contingent fees, as defined in the Covenant Against Contingent Fees clause of this contract, are generally an allowable cost, provided the fees are paid to--

(1) A bona fide employee of the Contractor; or

(2) A bona fide established commercial or selling agency maintained by the Contractor for the purpose of securing business.

(b) For foreign military sales, unless the contingent fees have been identified and payment approved in writing by the foreign customer before contract award, the following contingent fees are unallowable under this contract:

(1) For sales to the Government(s) of *, contingent fees in any amount.

(2) For sales to Governments not listed in paragraph (b)(1) of this clause, contingent fees exceeding \$50,000 per foreign military sale case.

**** To be determined in individual task orders.***

252.225-7039 CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS (AUG 2011)

(a) Definition.

Private security functions means activities engaged in by a contractor, including--

(i) Guarding of personnel, facilities, designated sites, or property of a Federal agency, the contractor or subcontractor, or a third party; or

(ii) Any other activity for which personnel are required to carry weapons in the performance of their duties.

(b) Requirements. The Contractor is required to--

(1) Ensure that all employees of the Contractor who are responsible for performing private security functions under this contract comply with any orders, directives, and instructions to Contractors performing private security functions that are identified in the contract for--

(i) Registering, processing, accounting for, managing, overseeing, and keeping appropriate records of personnel performing private security functions. This includes ensuring the issuance, maintenance, and return of Personal Identity Verification credentials in accordance with FAR 52.204-19, Personnel Identity Verification of Contractor Personnel, and DoD procedures, including revocation of any physical and/or logistical access (as defined by Homeland Security Presidential Directive (HSPD-12)) granted to such personnel;

(ii) Authorizing and accounting for weapons to be carried by or available to be used by personnel performing private security functions;

(A) All weapons must be registered in the Synchronized Predeployment Operational Tracker (SPOT) materiel tracking system.

(B) In addition, all weapons that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003, Item Identification and Valuation, and DFARS 252.245.7001, Tagging, Labeling, and Marking of Government-Furnished Property, and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD Item Unique Identification (IUID) Registry (<https://www.bpn.gov/iuid/>);

(iii) Registering and identifying armored vehicles, helicopters, and other military vehicles operated by Contractors performing private security functions;

(A) All armored vehicles, helicopters, and other military vehicles must be registered in SPOT.

(B) In addition, all armored vehicles, helicopters, and other military vehicles that are Government-furnished property must be assigned a unique identifier in accordance with the clauses at DFARS 252.211-7003 and DFARS 252.245.7001 and physically marked in accordance with MIL-STD 130 (current version) and DoD directives and instructions. The items must be registered in the DoD IUID Registry (<https://www.bpn.gov/iuid/>); and

(iv) Reporting incidents in which--

(A) A weapon is discharged by personnel performing private security functions;

(B) Personnel performing private security functions are attacked, killed, or injured;

(C) Persons are killed or injured or property is destroyed as a result of conduct by contractor personnel;

(D) A weapon is discharged against personnel performing private security functions or personnel performing such functions believe a weapon was so discharged; or

(E) Active, non-lethal countermeasures (other than the discharge of a weapon) are employed by personnel performing private security functions in response to a perceived immediate threat;

(2) Ensure that all employees of the Contractor who are responsible for personnel performing private security functions under this contract are briefed on and understand their obligation to comply with--

(i) Qualification, training, screening (including, if applicable, thorough background checks), and security requirements established by DoDI 3020.50, Private Security Contractors Operating in Areas of Contingency Operations, Combat Operations, or Other Significant Operations, at <http://www.dtic.mil/whs/directives/corres/pdf>;

(ii) Applicable laws and regulations of the United States and the host country and applicable treaties and international agreements regarding performance of private security functions;

(iii) Orders, directives, and instructions issued by the applicable commander of a combatant command relating to weapons, equipment, force protection, security, health, safety, or relations and interaction with locals; and

(iv) Rules on the use of force issued by the applicable commander of a combatant command for personnel performing private security functions; and

(3) Cooperate with any Government-authorized investigation by providing access to employees performing private security functions and relevant information in the possession of the Contractor regarding the incident concerned.

(c) Remedies. In addition to other remedies available to the Government--

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default. Required Contractor actions include--

(i) Ensuring the return of personal identity verification credentials;

(ii) Ensuring the return of other equipment issued to the employee under the contract; and

(iii) Revocation of any physical and/or logistical access granted to such personnel;

(2) The Contractor's failure to comply with the requirements of this clause will be included in appropriate databases of past performance and may be considered in any responsibility determination or evaluation of past performance;

(3) If this is an award-fee contract, the Contractor's failure to comply with the requirements of this clause shall be considered in the evaluation of the Contractor's performance during the relevant evaluation period, and the Contracting Officer may treat such failure to comply as a basis for reducing or denying award fees for such period or for recovering all or part of award fees previously paid for such period; and

(4) This contract may be terminated for default if the Contractor fails to comply with the requirements of paragraph (b) of this clause or, if directed by the Contracting Officer, fails to remove or replace, at its own expense, any of its personnel who violate the requirements of paragraph (b) of this clause.

(d) Rule of construction. The duty of the Contractor to comply with the requirements of this clause shall not be reduced or diminished by the failure of a higher- or lower-tier Contractor to comply with the clause requirements or by a failure of the contracting activity to provide required oversight.

(e) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts that will be performed in areas of contingency operations, complex contingency operations, or other military operations or exercises designated by the Combatant Commander.

(End of clause)

252.225-7040 CONTRACTOR PERSONNEL AUTHORIZED TO ACCOMPANY U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES (JUN 2011)

(a) Definitions. As used in this clause--Combatant Commander means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

Designated operational area means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

Law of war means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

Subordinate joint force commander means a sub-unified commander or joint task force commander.

(b) General.

(1) This clause applies when Contractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or military exercises, when designated by the Combatant Commander.

(2) Contract performance in support of U.S. Armed Forces deployed outside the United States may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians accompanying the U.S. Armed Forces.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in their contract or with their job description and terms of employment.

(iii) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support. (1)(i) The Combatant Commander will develop a security plan for protection of Contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because--

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) The Contracting Officer shall include in the contract the level of protection to be provided to Contractor personnel.

(iii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, all Contractor personnel authorized to accompany the U.S. Armed Forces in the designated operational area are authorized to receive resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the designated operational area under this contract.

(4) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the designated operational area. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract.

(d) Compliance with laws and regulations. (1) The Contractor shall comply with, and shall ensure that its personnel authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable--

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that contractor employees accompanying U.S. Armed Forces are aware--

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That many of the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause); and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(e) Pre-deployment requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying personnel authorized to accompany U.S. Armed Forces. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(i) All required security and background checks are complete and acceptable.

(ii) All deploying personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. The Government will provide, at no cost to the Contractor, any theater-specific immunizations and/or medications not available to the general public.

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit a designated operational area and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center. Any Common Access Card issued to deploying personnel shall contain the access permissions allowed by the letter of authorization issued in accordance with paragraph (c)(4) of this clause.

(iv) Special area, country, and theater clearance is obtained for personnel. Clearance requirements are in DoD Directive 4500.54, Official Temporary Duty Abroad, and DoD 4500.54-G, DoD Foreign Clearance Guide. Contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(v) All personnel have received personal security training. At a minimum, the training shall--

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all Contractor personnel authorized to accompany U.S. Armed Forces deployed outside the United States. The basic training will be provided through--

(1) A military-run training center; or

(2) A Web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that--

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and

(iv) In time of declared war or a contingency operation, Contractor personnel authorized to accompany U.S. Armed Forces in the field are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(f) Processing and departure points. Deployed Contractor personnel shall--

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of Contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific designated operational area entrance requirements are met, and brief Contractor personnel on theater-specific policies and procedures.

(g) Personnel data.

(1) The Contractor shall enter before deployment and maintain data for all Contractor personnel that are authorized to accompany U.S. Armed Forces deployed outside the United States as specified in paragraph (b)(1) of this clause. The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system, at <http://www.dod.mil/bta/products/spot.html>, to enter and maintain the data.

(2) The Contractor shall ensure that all employees in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive this data card.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer upon request. The plan shall--

(i) Identify all personnel who are subject to military mobilization;

(ii) Detail how the position would be filled if the individual were mobilized; and

(iii) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(3) Contractor personnel shall report to the Combatant Commander or a designee, or through other channels such as the military police, a judge advocate, or an inspector general, any suspected or alleged conduct for which there is credible information that such conduct--

(i) Constitutes violation of the law of war; or

(ii) Occurred during any other military operations and would constitute a violation of the law of war if it occurred during an armed conflict.

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must--

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of Contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the designated operational area be authorized to carry weapons, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41, paragraph 6.3.4.1 or, if the contract is for security services, paragraph 6.3.5.3. The Combatant Commander will determine whether to authorize in-theater Contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If the Contracting Officer, subject to the approval of the Combatant Commander, authorizes the carrying of weapons--

(i) The Contracting Officer may authorize the Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons--

(i) Are adequately trained to carry and use them--

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the designated operational area.

(l) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the designated operational area whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national Contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted Contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Mortuary affairs for Contractor personnel who die while accompanying the U.S. Armed Forces will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are authorized to accompany U.S. Armed Forces deployed outside the United States in--

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or military exercises, when designated by the Combatant Commander.

(End of clause)

252.225-7995 CONTRACTOR PERSONNEL PERFORMING IN THE UNITED STATES CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2011-O0004) (APR 2011)

(a) *Definition.* As used in this clause—

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

(b) *General.* (1) This clause applies when contractor personnel are required to perform in the United States Central Command (USCENTCOM) Area of Responsibility (AOR) and are not covered by the clause at DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, contractor personnel are only authorized to use deadly force in self defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonably appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the USCENTCOM AOR are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the USCENTCOM Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.* (1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work or elsewhere in the contract.

(2) Before contractor personnel depart from the United States or a third country, and before contractor personnel residing in the host country begin contract performance in the USCENTCOM AOR, the Contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

(ii) All personnel are medically and physically fit and have received all required vaccinations.

(iii) All personnel have all necessary passports, visas, entry permits, and other documents required for contractor personnel to enter and exit the foreign country, including those required for in-transit countries.

(iv) All personnel have received theater clearance, if required by the Combatant Commander.

(v) All personnel have received personal security training. The training must, at a minimum—

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov>.

(3) The Contractor shall notify all personnel who are not a local national or ordinarily resident in the host country that—

(i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);

(ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a violation of the law of war when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military, or other Government missions outside the United States (18 U.S.C. 7(9)).

(f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the USCENCOM AOR to—

(1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer;

(2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and

(3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.

(g) *Registration of Contractor personnel and private security contractor equipment.*

(1) The Contractor is required to register in the automated web-based Synchronized Predeployment and Operational Tracker (SPOT) following the procedures in paragraph (g)(4) of this clause.

(2) Prior to deployment of contractor employees, or, if already in the USCENCOM AOR, upon becoming an employee under this contract, the Contractor shall enter into SPOT, and maintain current data, including actual arrival date and departure date, for all contractor personnel, including U.S. citizens, U.S. legal aliens, third-country nationals, and local national contractor personnel, who are performing this contract in the USCENCOM AOR as follows:

(i) In all circumstances, this includes any personnel performing private security functions.

(ii) For personnel other than those performing private security functions, this requirement excludes anyone—

- (A) Hired under contracts valued less than \$100,000;
 - (B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or
 - (C) Who, while afloat, are tracked by the Diary message Reporting System
- (3) Weapons, armored vehicles, helicopters, and other military vehicles used by personnel performing private security functions under this contract must be entered into SPOT, and the currency of such information must be maintained.
- (4) Follow these steps to register in and use SPOT:
- (i) SPOT registration requires one of the following login methods:
 - (A) A Common Access Card or a SPOT-approved digital certificate; or
 - (B) A Government-sponsored SPOT user ID and password or an Army Knowledge Online (AKO) account.
 - (ii) *To register in SPOT:*
 - (A) Contractor company administrators should register for a SPOT account at <https://spot.altess.army.mil>; and
 - (B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.
 - (iii) Upon approval, all users will access SPOT at <https://spot.altess.army.mil/>.
 - (iv) Refer SPOT application assistance questions to the Customer Support Team at 717-458-0747 or SPOT.helpdesk@us.army.mil. Refer to the SPOT Enterprise Suite Resource Center at <http://www.resource.spot-es.net/> for additional training resources and documentation regarding registration for and use of SPOT.
- (5) The Contractor shall submit aggregate contractor personnel counts at a minimum quarterly or as directed by the Contracting Officer by category (i.e. U.S. third country national or local national) of those contractor personnel who are on contracts valued greater than \$100,000, but performing less than 30 days in the AOR (e.g. day laborers).
- (6) The Contractor shall ensure that all contractor personnel in the database have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official. The Contracting Officer will inform the Contractor of the Government official designated to receive the data card.
- (h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.
- (i) *Weapons.*
 - (1) If the Contracting Officer, subject to the approval of the USCENTCOM Commander, authorizes the carrying of weapons—
 - (i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The *Regional Security Officer* may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is requested.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the USCENTCOM Commander; and

(C) In compliance with applicable Department of Defense and agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the USCENTCOM Commander regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the USCENTCOM Commander. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or USCENTCOM Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and designated third country national contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the contractor personnel designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the individual—

- (i) Dies;
- (ii) Requires evacuation due to an injury; or
- (iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects of deceased or missing contractor personnel, if appropriate, to next of kin.

(n) *Mortuary affairs.* Mortuary affairs for contractor personnel who die in the area of performance will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(o) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(p) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (p), in all subcontracts that require subcontractor personnel to perform in the USCENTCOM AOR.

(End of clause)

252.225-7997 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES RELATING TO ALLEGED CRIMES BY OR AGAINST CONTRACTOR PERSONNEL IN IRAQ AND AFGHANISTAN (DEVIATION 2010-O0014)(AUGUST 2010)

(a) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (c) below, any alleged offenses under—

(1) The Uniform Code of Military Justice (chapter 47 of title 10, United States code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or a contingency operation); or

(2) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(b) The Contractor shall provide to all contractor personnel who will perform work on a contract in Iraq or Afghanistan, before beginning such work, information on the following:

- (1) How and where to report an alleged crime described in paragraph (a) of this clause.
- (2) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (a) of this clause.

(c) The appropriate investigative authorities to which suspected crimes shall be reported include the following officials--

- (i) US Army Criminal Investigative Division at <http://www.cid.army.mil/reportacrime.html>;

- (ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;
- (iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;
or
- (iv) To the command of any supported military element or the command of any base.
- (d) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at (800) 424-9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(MAR 2008)

(a) Definitions. As used in this clause--

- (1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.
- (2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.
- (3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.
- (b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

- (1) The Contracting Officer authorizes use of another electronic form. With such an authorization, the Contractor and the Contracting Officer shall agree to a plan, which shall include a timeline, specifying when the Contractor will transfer to WAWF;
- (2) DoD is unable to receive a payment request or provide acceptance in electronic form;
- (3) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment; or
- (4) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted

vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System).

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.234-7002 EARNED VALUE MANAGEMENT SYSTEM (MAY 2011)

(a) Definitions. As used in this clause--

Acceptable earned value management system means an earned value management system that generally complies with system criteria in paragraph (b) of this clause.

Earned value management system means an earned value management system that complies with the earned value management system guidelines in the ANSI/EIA-748.

Significant deficiency means a shortcoming in the system that materially affects the ability of officials of the Department of Defense to rely upon information produced by the system that is needed for management purposes.

(b) System criteria. In the performance of this contract, the Contractor shall use--

(1) An Earned Value Management System (EVMS) that complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748); and

(2) Management procedures that provide for generation of timely, reliable, and verifiable information for the Contract Performance Report (CPR) and the Integrated Master Schedule (IMS) required by the CPR and IMS data items of this contract.

(c) If this contract has a value of \$50 million or more, the Contractor shall use an EVMS that has been determined to be acceptable by the Cognizant Federal Agency (CFA). If, at the time of award, the Contractor's EVMS has not been determined by the CFA to be in compliance with the EVMS guidelines as stated in paragraph (b)(1) of this clause, the Contractor shall apply its current system to the contract and shall take necessary actions to meet the milestones in the Contractor's EVMS plan.

(d) If this contract has a value of less than \$50 million, the Government will not make a formal determination that the Contractor's EVMS complies with the EVMS guidelines in ANSI/EIA-748 with respect to the contract. The use of the Contractor's EVMS for this contract does not imply a Government determination of the Contractor's compliance with the EVMS guidelines in ANSI/EIA-748 for application to future contracts. The Government will allow the use of a Contractor's EVMS that has been formally reviewed and determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748.

(e) The Contractor shall submit notification of any proposed substantive changes to the EVMS procedures and the impact of those changes to the CFA. If this contract has a value of \$50 million or more, unless a waiver is granted by the CFA, any EVMS changes proposed by the Contractor require approval of the CFA prior to implementation. The CFA will advise the Contractor of the acceptability of such changes as soon as practicable (generally within 30

calendar days) after receipt of the Contractor's notice of proposed changes. If the CFA waives the advance approval requirements, the Contractor shall disclose EVMS changes to the CFA at least 14 calendar days prior to the effective date of implementation.

(f) The Government will schedule integrated baseline reviews as early as practicable, and the review process will be conducted not later than 180 calendar days after--

(1) Contract award;

(2) The exercise of significant contract options; and

(3) The incorporation of major modifications.

During such reviews, the Government and the Contractor will jointly assess the Contractor's baseline to be used for performance measurement to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.

(g) The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative as necessary to permit Government surveillance to ensure that the EVMS complies, and continues to comply, with the performance criteria referenced in paragraph (b) of this clause.

(h) When indicated by contract performance, the Contractor shall submit a request for approval to initiate an over-target baseline or over-target schedule to the Contracting Officer. The request shall include a top-level projection of cost and/or schedule growth, a determination of whether or not performance variances will be retained, and a schedule of implementation for the rebaselining. The Government will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).

(i) Significant deficiencies.

(1) The Contracting Officer will provide an initial determination to the contractor, in writing, on any significant deficiencies. The initial determination will describe the deficiency in sufficient detail to allow the Contractor to understand the deficiency.

(2) The Contractor shall respond within 30 days to a written initial determination from the Contracting Officer that identifies significant deficiencies in the Contractor's EVMS. If the Contractor disagrees with the initial determination, the Contractor shall state, in writing, its rationale for disagreeing.

(3) The Contracting Officer will evaluate the Contractor's response and notify the Contractor, in writing, of the Contracting Officer's final determination concerning--

(i) Remaining significant deficiencies;

(ii) The adequacy of any proposed or completed corrective action;

(iii) System noncompliance, when the Contractor's existing EVMS fails to comply with the earned value management system guidelines in the ANSI/EIA-748; and

(iv) System disapproval, if initial EVMS validation is not successfully completed within the timeframe approved by the Contracting Officer, or if the Contracting Officer determines that the Contractor's earned value management system contains one or more significant deficiencies in high-risk guidelines in ANSI/EIA-748 standards (guidelines 1, 3, 6, 7, 8, 9, 10, 12, 16, 21, 23, 26, 27, 28, 30, or 32). When the Contracting Officer determines that the existing earned value management system contains one or more

significant deficiencies in one or more of the remaining 16 guidelines in ANSI/EIA-748 standards, the contracting officer will use discretion to disapprove the system based on input received from functional specialists and the auditor.

(4) If the Contractor receives the Contracting Officer's final determination of significant deficiencies, the Contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.

(j) Withholding payments. If the Contracting Officer makes a final determination to disapprove the Contractor's EVMS, and the contract includes the clause at 252.242-7005, Contractor Business Systems, the Contracting Officer will withhold payments in accordance with that clause.

(k) With the exception of paragraphs (i) and (j) of this clause, the Contractor shall require its subcontractors to comply with EVMS requirements as follows:

(1) For subcontracts valued at \$50 million or more, the following subcontractors shall comply with the requirements of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

**** To be determined in individual task orders.***

(2) For subcontracts valued at less than \$50 million, the following subcontractors shall comply with the requirements of this clause, excluding the requirements of paragraph (c) of this clause:

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

**** To be determined in individual task orders.***

252.245-7004 REPORTING, REUTILIZATION, AND DISPOSAL (AUG 2011)

(a) Definitions. As used in this clause--

(1) Demilitarization means the act of eliminating the functional capabilities and inherent military design features from DoD personal property. Methods and degree range from removal and destruction of critical features to total destruction by cutting, tearing, crushing, mangling, shredding, melting, burning, etc.

(2) Export-controlled items means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes--

(i) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, etc.; and

(ii) Items, defined in the EAR as ``commodities," ``software," and ``technology," terms that are also defined in the EAR, 15 CFR 772.1.

(3) Ineligible transferees means individuals, entities, or countries--

(i) Excluded from Federal programs by the General Services Administration as identified in the Excluded Parties Listing System (EPLS) (<https://www.epls.gov/>);

(ii) Delinquent on obligations to the U.S. Government under surplus sales contracts;

(iii) Designated by the Department of Defense as ineligible, debarred, or suspended from defense contracts; or

(iv) Subject to denial, debarment, or other sanctions under export control laws and related laws and regulations, and orders

administered by the Department of State, the Department of Commerce, the Department of Homeland Security, or the Department of the Treasury.

(4) Scrap means property that has no value except for its basic material content. For purposes of demilitarization, scrap is defined as recyclable waste and discarded materials derived from items that have been rendered useless beyond repair, rehabilitation, or restoration such that the item's original identity, utility, form, fit, and function have been destroyed. Items can be classified as scrap if processed by cutting, tearing, crushing, mangling, shredding, or melting. Intact or recognizable components and parts are not "scrap."

(5) Serviceable or usable property means property with potential for reutilization or sale "as is" or with minor repairs or alterations.

(b) Inventory disposal schedules. Unless disposition instructions are otherwise included in this contract, the Contractor shall complete SF 1428, Inventory Schedule B, within the Plant Clearance Automated Reutilization Screening System (PCARSS). Information on PCARSS can be obtained from the plant clearance officer and at <http://www.dema.mil/ITCSO/CBT/PCARSS/index.cfm>.

(1) The SF 1428 shall contain the following:

(i) If known, the applicable Federal Supply Code (FSC) for all items, except items in scrap condition.

(ii) If known, the manufacturer name for all aircraft components under Federal Supply Group (FSG) 16 or 17 and FSCs 2620, 2810, 2915, 2925, 2935, 2945, 2995, 4920, 5821, 5826, 5841, 6340, and 6615.

(iii) The manufacturer name, make, model number, model year, and serial number for all aircraft under FSCs 1510 and 1520.

(iv) Appropriate Federal Condition Codes. See Appendix 2 of DoD 4000.25-2, Military Standard Transaction Reporting and Accounting Procedures manual, edition in effect as of the date of this contract. Information on Federal Condition Codes can be obtained at http://www.DLA.Mil/J-6/DLMSO/Elibrary/Manuals/Milstrap/AP2_Index.asp.

(2) If the schedules are acceptable, the plant clearance officer shall complete and send the Contractor a DD Form 1637, Notice of Acceptance of Inventory.

(c) Proceeds from sales of surplus property. Unless otherwise provided in the contract, the proceeds of any sale, purchase, or retention shall be--

(1) Forwarded to the Contracting Officer;

(2) Credited to the Government as part of the settlement agreement;

(3) Credited to the price or cost of the contract; or

(4) Applied as otherwise directed by the Contracting Officer.

(d) Demilitarization, mutilation, and destruction. If demilitarization, mutilation, or destruction of contractor inventory is required, the Contractor shall demilitarize, mutilate, or destroy contractor inventory, in accordance with the terms and conditions of the contract and consistent with Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. The plant clearance officer may authorize the purchaser to demilitarize, mutilate, or destroy as a condition of sale provided the property is not inherently dangerous to public health and safety.

(e) Classified Contractor inventory. The Contractor shall dispose of classified contractor inventory in accordance with applicable security guides and regulations or as directed by the Contracting Officer.

(f) Inherently dangerous Contractor inventory. Contractor inventory dangerous to public health or safety shall not be disposed of unless rendered innocuous or until adequate safeguards are provided.

(g) Contractor inventory located in foreign countries. Consistent with contract terms and conditions, property disposition shall be in accordance with foreign and U.S. laws and regulations, including laws and regulations involving export controls, host nation requirements, Final Governing Standards, and Government-to-Government agreements. The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(h) Disposal of scrap.

(1) Contractor with scrap procedures.

(i) The Contractor shall include within its property management procedure, a process for the accountability and management of Government-owned scrap. The process shall, at a minimum, provide for the effective and efficient disposition of scrap, including sales to scrap dealers, so as to minimize costs, maximize sales proceeds, and, contain the necessary internal controls for mitigating the improper release of non-scrap property.

(ii) The Contractor may commingle Government and contractor-owned scrap and provide routine disposal of scrap, with plant clearance officer concurrence, when determined to be effective and efficient.

(2) Scrap warranty. The plant clearance officer may require the Contractor to secure from scrap buyers a DD Form 1639, Scrap Warranty.

(i) Sale of surplus Contractor inventory.

(1) The Contractor shall conduct sales of contractor inventory (both useable property and scrap) in accordance with the requirements of this contract and plant clearance officer direction.

(2) Any sales contracts or other documents transferring title shall include the following statement:

“The Purchaser certifies that the property covered by this contract will be used in (name of country). In the event of resale or export by the Purchaser of any of the property, the Purchaser agrees to obtain the appropriate U.S. and foreign export or re-export license approval.”

(j) Restrictions on purchase or retention of Contractor inventory. (1) The Contractor may not knowingly sell the inventory to any person or that person's agent, employee, or household member if that person--

(i) Is a civilian employee of the DoD or the U.S. Coast Guard;

(ii) Is a member of the armed forces of the United States, including the U.S. Coast Guard; or

(iii) Has any functional or supervisory responsibilities for or within the DoD's property disposal/disposition or plant clearance programs or for the disposal of contractor inventory.

(2) The Contractor may conduct Internet-based sales, to include use of a third party.

(3) If the Contractor wishes to bid on the sale, the Contractor or its employees shall submit bids to the plant clearance officer prior to soliciting bids from other prospective bidders.

(4) The Contractor shall solicit a sufficient number of bidders to obtain adequate competition. Informal bid procedures shall be used, unless the plant clearance officer directs otherwise. The Contractor shall include in its invitation for bids, the sales terms and conditions provided by the plant clearance officer.

(5) The Contractor shall solicit bids at least 15 calendar days before bid opening to allow adequate opportunity to inspect the property and prepare bids.

(6) For large sales, the Contractor may use summary lists of items offered as bid sheets with detailed descriptions attached.

(7) In addition to mailing or delivering notice of the proposed sale to prospective bidders, the Contractor may (when the results are expected to justify the additional expense) display a notice of the proposed sale in appropriate public places, e.g., publish a sales notice on the Internet in appropriate trade journals or magazines and local newspapers.

(8) The plant clearance officer or representative will witness the bid opening. The Contractor shall submit, either electronically or manually, two copies of the bid abstract.

(9) The following terms and conditions shall be included in sales contracts involving the demilitarization, mutilation, or destruction of property:

(i) Demilitarization, mutilation, or destruction on Contractor or subcontractor premises. Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(ii) Demilitarization, mutilation, or destruction off Contractor or subcontractor premises.

(A) Item(s) ---- require demilitarization, mutilation, or destruction by the Purchaser. Insert item number(s) and specific demilitarization, mutilation, or destruction requirements for item(s) shown in Defense Demilitarization Manual, DoDM 4160.28-M, edition in effect as of the date of this contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(B) Property requiring demilitarization shall not be removed, and title shall not pass to the Purchaser, until demilitarization has been accomplished and verified by a Government representative. Demilitarization will be accomplished as specified in the sales contract. Demilitarization shall be witnessed and verified by a Government representative using DRMS Form 145 or equivalent.

(C) The Purchaser agrees to assume all costs incident to the demilitarization and to restore the working area to its present condition after removing the demilitarized property.

(iii) Failure to demilitarize. If the Purchaser fails to demilitarize, mutilate, or destroy the property as specified in the contract, the Contractor may, upon giving 10 days written notice from date of mailing to the Purchaser--

(A) Repossess, demilitarize, and return the property to the Purchaser, in which case the Purchaser hereby agrees to pay to the Contractor, prior to the return of the property, all costs incurred by the Contractor in repossessing, demilitarizing, and returning the property;

(B) Repossess, demilitarize, and resell the property, and charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the purchase price and refund the balance of the purchase price, if any, to the Purchaser. In the event the costs exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor; or

(C) Repossess and resell the property under similar terms and conditions. In the event this option is exercised, the Contractor shall charge the defaulting Purchaser with all costs incurred by the Contractor. The Contractor shall deduct these costs from the original purchase price and refund the balance of the purchase price, if any, to the defaulting Purchaser. Should the excess costs to the Contractor exceed the purchase price, the defaulting Purchaser hereby agrees to pay these costs to the Contractor.

(End of clause)

252.246-7004 SAFETY OF FACILITIES, INFRASTRUCTURE, AND EQUIPMENT FOR MILITARY OPERATIONS (OCT 2010)

(a) Definition. Discipline Working Group, as used in this clause, means representatives from the DoD Components, as defined in MIL-STD-3007F, who are responsible for the unification and maintenance of the Unified Facilities Criteria (UFC) documents for a particular discipline area.

(b) The Contractor shall ensure, consistent with the requirements of the applicable inspection clause in this contract, that the facilities, infrastructure, and equipment acquired, constructed, installed, repaired, maintained, or operated under this contract comply with Unified Facilities Criteria (UFC) 1-200-01 for--

(1) Fire protection;

(2) Structural integrity;

(3) Electrical systems;

(4) Plumbing;

(5) Water treatment;

(6) Waste disposal; and

(7) Telecommunications networks.

(c) The Contractor may apply a standard equivalent to or more stringent than UFC 1-200-01 upon a written determination of the acceptability of the standard by the Contracting Officer with the concurrence of the relevant Discipline Working Group.

(End of clause)

252.247-7023 Transportation of Supplies by Sea (MAY 2002)

(a) Definitions. As used in this clause --

(1) "Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

(2) "Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) "Foreign flag vessel" means any vessel that is not a U.S.-flag vessel.

(4) "Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) "Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

(6) "Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) "U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if--

(i) This contract is a construction contract; or

(ii) The supplies being transported are--

(A) Noncommercial items; or

(B) Commercial items that--

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it contracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
 - (2) The freight charges are inordinately excessive or unreasonable; or
 - (3) Freight charges are higher than charges to private persons for transportation of like goods.
- (d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --
- (1) Type, weight, and cube of cargo;
 - (2) Required shipping date;
 - (3) Special handling and discharge requirements;
 - (4) Loading and discharge points;
 - (5) Name of shipper and consignee;
 - (6) Prime contract number; and
 - (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.
- (e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW., Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:
- (1) Prime contract number;
 - (2) Name of vessel;
 - (3) Vessel flag of registry;
 - (4) Date of loading;
 - (5) Port of loading;
 - (6) Port of final discharge;
 - (7) Description of commodity;
 - (8) Gross weight in pounds and cubic feet if available;
 - (9) Total ocean freight in U.S. dollars; and
 - (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or
- (4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
_____	_____	_____
_____	_____	_____
_____	_____	_____
TOTAL_____		

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

- (1) The Contractor shall insert the substance of this clause, including this paragraph (h), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

252.247-7024 Notification of Transportation of Supplies by Sea (MAR 2000)

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If, however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor --

- (1) Shall notify the Contracting Officer of that fact; and
 - (2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.
- (b) The Contractor shall include this clause; including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties--

- (1) In all subcontracts under this contract, if this contract is a construction contract; or
 - (2) If this contract is not a construction contract, in all subcontracts under this contract that are for--
 - (i) Noncommercial items; or
 - (ii) Commercial items that--
 - (A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
 - (B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
 - (C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.
- (End of clause)

252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (NOV 2004)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

- (1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
- (2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.
- (3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.
- (b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.
- (c) When placing orders for Government stock, the Contractor shall --
 - (1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
 - (2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
 - (3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense Federal Acquisition Regulation Supplement

(DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(e) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address [include point of contact and telephone number]:

Government Remittance Address *:

*** To be identified in the specific task order and letter authorizing use of Government supply sources.**

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION
Exhibit A	Contract Data Requirements List
Attachment 1	DD Form 254
Attachment 2	Quality Assurance Surveillance
Attachment 3	Wage Determination 2005-2473 Rev 14